Kevin M. Flahive
Armbrust & Brown, PLLC
100 Congress Ave., Suite 1300
Austin, Texas 78701

HARVEST RIDGE
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GOVERNANCE

1. Master Covenant recorded October 21, 2022 as Document No. 2022170416, Official Public Records of Travis County, Texas

2. Master Covenant recorded October 21, 2022 as Document No. 202222289, Official Public Records of Bastrop County, Texas

3. Community Manual recorded October 21, 2022 as Document No. 2022170665, Official Public Records of Travis County

   A. First Supplement to Community Manual recorded August 1, 2024 as Document No. 2024085427, Official Public Records of Travis County, Texas

4. Community Manual recorded October 24, 2022 as Document No. 202222340, Official Public Records of Bastrop County, Texas

   A. First Supplement to Community Manual recorded August 1, 2024 as Document No. 202412280, Official Public Records of Bastrop County, Texas

5. Adoption of Working Capital Assessment recorded October 21, 2022 as Document No. 2022170667, Official Public Records of Travis County, Texas

6. Adoption of Working Capital Assessment recorded October 24, 2022 as Document No. 202222342, Official Public Records of Bastrop County, Texas

7. Adoption of Harvest Ridge Reviewer Fee recorded October 21, 2022 as Document No. 2022170666, Official Public Records of Travis County, Texas

8. Adoption of Harvest Ridge Reviewer Fee recorded October 24, 2022 as Document No. 202222341, Official Public Records of Bastrop County, Texas

9. Development Area Declaration [Residential] Development Area 1 recorded October 24, 2022 as Document No. 2022170870, Official Public Records of Travis County, Texas

10. Development Area Declaration [Residential] Development Area 1 recorded October 24, 2022 as Document No. 202222352, Official Public Records of Bastrop County, Texas

11. Notice of Applicability [Section One] recorded October 25, 2022 as Document No. 2022171561, Official Public Records of Travis County, Texas

12. Notice of Applicability [Section One] recorded October 25, 2022 as Document No. 202222465, Official Public Records of Bastrop County, Texas

13. Notice Regarding Subdivision Entry and Fencing Easement recorded October 25, 2022 as Document No. 2022171670, Official Public Records of Travis County, Texas

14. Notice Regarding Subdivision Entry and Fencing Easement recorded October 25, 2022 as Document No. 202222471, Official Public Records of Bastrop County, Texas

15. Notice of Applicability [Sections Two and Three] recorded July 13, 2023 as Document No. 2023078280, Official Public Records of Travis County, Texas

16. Notice of Applicability [Sections Two and Three] recorded July 13, 2023 as Document No. 202310435, Official Public Records of Bastrop County, Texas

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1. Certificate of Formation

2. Consent to Serve as Registered Agent

3. Organizational Consent

4. IRS FEIN Confirmation Letter

5. Management Agreement

6. Resignation of Director/Officer (Tyler Gatewood)

7. Appointment of Director and Officer (Angelica Andersson)

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1. Plat of Harvest Ridge Section One, recorded February 8, 2022 as Volume 7, Pages 156-B through 158-A, of the Plat Records of Bastrop County, Texas

    A. Scrivener's Error Document to Amended Plat of Harvest Ridge Section One, recorded July 18, 2023 as Document No. 202310694 of the Official Public Records of Bastrop County, Texas

2. Plat of Harvest Ridge Section One, recorded February 25, 2022 as Document No. 202200046, Official Public Records of Travis County, Texas

    A. Scrivener's Error Document to Amended Plat of Harvest Ridge Section One, recorded July 18, 2023 as Document No. 2023080560 of the Official Public Records of Travis County, Texas

3. Amended Plat of Harvest Ridge Section One, recorded September 12, 2022 as Document No. 202200242, Official Public Records of Travis County, Texas

4. Amended Plat of Harvest Ridge Section One, recorded September 12, 2022 as Volume 7, Pages 206-A through 208-A, of the Plat Records of Bastrop County, Texas

5. Section One, Block A, Lot 65 Address Site Map

6. Plat of Harvest Ridge Section Two, recorded December 16, 2022 as Plat Cabinet 7, Page 230-B through 233-A, of the Plat Records of Bastrop County, Texas

7. Plat of Harvest Ridge Section Two-B, recorded December 13, 2022 as Plat Cabinet 7, Page 227-B through 229-B, of the Plat Records of Bastrop County, Texas

8. Plat of Harvest Ridge Section Two, recorded December 27, 2022 as Document No. 202200342, of the Official Public Records of Travis County, Texas

9. Plat of Harvest Ridge Section Three, recorded December 13, 2022 as Plat Cabinet 7, Page 224-B through 226-A, of the Official Public Records of Bastrop County, Texas

10. Plat of Harvest Ridge Section Four, recorded September 4, 2024 in Plat Cabinet 8, Page 90-A through 92-A, of the Official Public Records of Bastrop County, Texas

11. Plat of Harvest Ridge Section Five-A, recorded December 13, 2022 as Plat Cabinet 7, Page 225-B through 227-A, of the Official Public Records of Bastrop County, Texas

12. Plat of Harvest Ridge Section Seven-A, recorded March 10, 2023 as Plat Cabinet 7, Page 250-B through 251-A, of the Official Public Records of Bastrop County, Texas

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1. Landscape Easement Agreement [School Site] recorded February 14, 2023, as Document No. 202302046, Official Public Records of Bastrop County, Texas

2. Landscape Easement Agreement [Harvest Ridge Subdivision Section Two] recorded May 25, 2023, as Document No. 202307985 of the Official Public Records of Bastrop County

3. Special Warranty Deed to City of Elgin for County Line Right-of-Way – Section 2 recorded September 18, 2023, as Document No. 2023106800, Official Public Records of Travis County, Texas

4. Deed Without Warranty (Lot 65, Block A, Harvest Ridge Section One to HOA) recorded January 16, 2024, as Document No. 202400659, Official Public Records of Bastrop County, Texas

5. Variance [Lot 11, Block E, Section Two] recorded May 17, 2024, as Document No. 2024054465, Official Public Records of Travis County, Texas

6. Deed Without Warranty (Lot 1, Block A, Lot 1, Block E, Harvest Ridge Section One; and Lots 37 and 53, Block E to HOA) recorded July 23, 2024, as Document No. 2024080987, Official Public Records of Travis County, Texas

7. Deed Without Warranty (Lot 1, Block P, Harvest Ridge Section Two to HOA) recorded August 1, 2024, as Document No. 202412293, Official Public Records of Bastrop County, Texas

8. Amended and Restated License Agreement dated March 13, 2025, between Altessa Municipal Utility District and the Association

9. Amended and Restated Management Services Agreement dated March 13, 2025, between Altessa Municipal Utility District and the Association

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Oct 21, 2022 02:37 PM Fee: $262.00
2022170416
Electronically Recorded

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

HARVEST
Ridge
ELGIN • TEXAS

MASTER COVENANT

Bastrop County and Travis County, Texas

Declarant: **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES**

NOTE: NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" IS SUBJECT TO THE TERMS OF THIS COVENANT UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PORTION OF THE PROPERTY IS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND/OR THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AS APPLICABLE, IN ACCORDANCE WITH *SECTION 9.05* BELOW.

HARVEST RIDGE
MASTER COVENANT

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HARVEST RIDGE
MASTER COVENANT

This Harvest Ridge Master Covenant (this "**Covenant**") is made by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Declarant**"), and is as follows:

R E C I T A L S:

A. Declarant is the present owner of that certain ±283 acres of land located in Bastrop County and Travis County, Texas, as more particularly described in: (i) that certain Special Warranty Deed recorded as Document No. 2018175490 of the Official Public Records of Travis County, Texas, and as Document No. 201807699 of the Official Public Records of Bastrop County, Texas; and (ii) that certain Special Warranty Deed recorded as Document No. 2019032785 of the Official Public Records of Travis County, Texas, and as Document No. 201903261 of the Official Public Records of Bastrop County, Texas (together, the "**Property**").

B. Declarant desires to create a uniform plan for the development, improvement, and sale of the Property, which development and improvement of the Property may be accomplished by successors and assigns of Declarant as future owners or developers of the Property, and Declarant is not in any manner agreeing to or obligating itself to undertake development activities with respect to the Property.

C. Portions of the Property may be made subject to this Covenant upon the Recording of one or more Notices of Applicability pursuant to *Section 9.05* below, and once such Notices of Applicability have been Recorded, the portions of the Property described therein will constitute the Development (as defined below) and will be governed by and fully subject to this Covenant, and the Development in turn will be comprised of separate Development Areas (as defined below) which will be governed by and subject to separate Development Area Declarations (as defined below) in addition to this Covenant.

No portion of the Property is subject to the terms and provisions of this Covenant until a Notice of Applicability is Recorded. A Notice of Applicability may only be Recorded by the Declarant.

Property versus Development versus Development Area	
"Property"	Described on Exhibit "A". This is the land that may be made subject to this Covenant, from time to time, by the Recording of one or more Notices of Applicability. Declarant has no obligation to add all or any portion of the Property to this Covenant.
"Development"	This is the portion of the land described on Exhibit "A" that has been made subject to this Covenant

	through the Recording of a Notice of Applicability.
"Development Area"	**This is a portion of the Development. Each Development Area may be made subject to a Development Area Declaration.**

D. This Covenant serves notice that upon the further Recording of one or more Notices of Applicability, portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Covenant.

NOW, THEREFORE, it is hereby declared that: (i) those portions of the Property as and when made subject to this Covenant by the Recording of a Notice of Applicability will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; and (ii) each contract or deed conveying those portions of the Property which are made subject to this Covenant will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

This Covenant uses notes (text set apart in boxes) to illustrate concepts and assist the reader. If there is a conflict between any note and the text of the Covenant, the text will control.

ARTICLE 1
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified:

"**ACC**" means the architectural control committee, as defined in *Section 6.02*. As more particularly described in *Article 6*, during the Development Period, the Declarant acts as the Harvest Ridge Reviewer and exercises all rights to approve Improvements within the Development. The ACC will not be formed and has no rights to review and approve Improvements until such rights have been assigned to the Association by a Recorded instrument executed by the Declarant, or the Development Period has expired or is terminated by a written Recorded instrument executed by Declarant.

"**Altessa MUD**" means that certain municipal utility district that has been created over the Property with the City's consent but subject to the terms and conditions of that certain Development and Consent Agreement, by and among the City (defined below, Declarant and Altessa MUD dated August 8, 2019, and recorded as Document No. 2021024620 of the Official Public Records of Travis County, Texas, and as Document No. 202102163 of the Official Public Records of Bastrop County, Texas, and as amended from time to time.

"**Applicable Law**" means all statutes, public laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdiction and control over the Development, which are in effect at the time a provision of the Documents is applied, and that certain Development and Consent Agreement, by and among the City (defined below, Declarant and Altessa MUD dated August 8, 2019, and recorded as Document No. 2021024620 of the Official Public Records of Travis County, Texas, and as Document No. 202102163 of the Official Public Records of Bastrop County, Texas, and as amended from time to time. Statutes, ordinances, and regulations, specifically referenced in the Documents are "Applicable Law" on the effective date of the Document, and are not intended to apply to the Development if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

"**Assessment**" or "**Assessments**" means all assessments imposed by the Association under *Article 5* of this Covenant.

"**Assessment Unit**" has the meaning set forth in *Section 5.09 (b)*.

"**Association**" means **HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.**, a Texas non-profit corporation, which will be created by the Declarant to exercise the authority and assume the powers specified in *Article 3* and elsewhere in this Covenant. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Covenant, the Certificate, the Bylaws, and Applicable Law.

"**Board**" means the Board of Directors of the Association.

"**Bulk Rate Contract" or "Bulk Rate Contracts**" means one or more contracts which are entered into by the Association for the provision of utility services or other services of any kind or nature to the Lots and/or Condominium Units. The services provided under Bulk Rate Contracts may include, without limitation, security services, trash pick-up services, propane service, natural gas service, landscape maintenance services, cable television services, telecommunications services, internet access services, "broadband services", wastewater services, and any other services of any kind or nature which are considered by the Board to be beneficial. During the Development Period, Declarant must approve each Bulk Rate Contract.

"**Bylaws**" means the bylaws of the Association, which may be initially adopted and Recorded by Declarant or the Board of the Association and Recorded as part of the initial project documentation for the benefit of the Association. The Bylaws may be amended from time to time by Declarant until expiration or termination of the Development Period. During the Development Period, Declarant must approve any amendment to the Bylaws. After the Development Period, the Board may amend the Bylaws.

"**Certificate**" means the Certificate of Formation of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

"**City**" means the City of Elgin, Texas.

"**Commercial Lot**" means a Lot within the Development, other than Common Area or Special Common Area that is intended and designated for business or commercial use. Business or commercial use shall include, but not be limited to, all office, retail, wholesale, manufacturing, and service activities, and shall also be deemed to include multi-family, duplex and apartment housing of various densities. A Commercial Lot, for the purpose of this Covenant, may also include a Lot: (i) which will be further subdivided into Residential Lots and Common Areas; or (ii) on which a residential condominium will be impressed.

"**Common Area**" means any property and facilities that the Association owns or in which it otherwise holds rights or obligations, including any property or facilities: (i) held by the Declarant for the benefit of the Association or its Members, or (ii) designated by Declarant as Common Area in accordance with *Section 3.06*. Upon the Recording of such designation, the portion of the Property identified therein will be considered Common Area for the purpose of this Covenant. Common Area also includes any property that the Association holds under a lease, license, or any easement in favor of the Association. Some Common Area will be solely for the common use and enjoyment of the Owners, while other portions of the Common Area may be designated by Declarant or the Board for the use and enjoyment of the Owners and members of the public.

"**Community Manual**" means the community manual, which the Declarant may initially adopt and Record as part of the initial project documentation for the Development. The Community Manual may include the Bylaws, Rules and other policies governing the Association. The Community Manual may be amended or supplemented, from time to time, by Declarant during the Development Period. Upon expiration or termination of the Development Period, the Community Manual may be amended by the Board.

"**Condominium Unit**" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Development. A Condominium Unit may be designated by the Declarant in a Recorded instrument for residential, commercial or live/work purposes.

"**Covenant**" means this Harvest Ridge Master Covenant, as defined in the preamble.

"**Declarant**" means **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES**, its successors and assigns. Notwithstanding any provision in this Covenant to the contrary, Declarant may, by Recorded instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights, reservations and duties under this Covenant to any person. Declarant may also, by Recorded written instrument, permit any other person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant's privileges, exemptions, rights and duties under this Covenant.

Declarant enjoys certain rights and privileges to facilitate the development, construction, and marketing of the Property and the Development, and to direct the size, shape and composition of the Property and the Development. These rights are described in this Covenant. Declarant may also assign, in whole or in part, all or any of the Declarant's rights established under the terms and provisions of this Covenant to one or more third-parties.

"**Design Guidelines**" means the standards for design and construction of Improvements, landscaping and exterior items proposed to be placed on any Lot or Condominium Unit, which may be adopted pursuant to *Section 6.04(b)*, as the same may be amended from time to time. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Development. The Design Guidelines may be Recorded as a separate written instrument or may be incorporated into a Development Area Declaration by exhibit or otherwise. Notwithstanding anything in this Covenant to the contrary, Declarant will have no obligation to establish Design Guidelines for the Property, the Development, or any portion thereof.

"**Development**" refers to all or any portion of the Property made subject to this Covenant by the Recording of a Notice of Applicability.

"**Development Area**" means any part of the Development (less than the whole), which Development Area may be subject to a Development Area Declaration in addition to being subject to this Covenant.

"**Development Area Declaration**" means, with respect to any Development Area, the separate instruments containing covenants, restrictions, conditions, limitations and/or easements, to which the property within such Development Area is subjected.

"**Development Period**" means the period of time beginning on the date when this Covenant has been Recorded, and ending seventy-five (75) years thereafter, unless earlier terminated by a Recorded instrument executed by the Declarant. The Development Period is the period of time in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property and the Development, and the right to direct the size, shape and composition of the Property and the Development. The Development Period is for a term of years and does not require that Declarant own any portion of the Property or the Development.

"**Documents**" means, singularly or collectively, as the case may be, this Covenant, the Certificate, the Bylaws, the Community Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability as each may be amended from time to time, and any Rules, or policies or procedures the Association promulgates pursuant to this Covenant, and any Development Area Declaration, as adopted and amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is part of such Document. See *Table 1* for a summary of the Documents.

"**Governmental Entity**" means (a) a public improvement district created pursuant to Chapter 372, Subchapter B of the Texas Local Government Code; (b) a municipal utility district created pursuant to Article XVI, Section 59 of the Constitution of Texas and/or Chapters 49 and

54, Texas Water Code, including but not limited to the Altessa MUD; (c) any other similarly constituted quasi-governmental entity created for the purpose of providing benefits or services to the Development; or (d) any other regulatory authority with jurisdiction over the Development.

"**Harvest Ridge Reviewer**" means the party holding the rights to approve Improvements within the Development and will be Declarant or its designee until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the rights of the Harvest Ridge Reviewer will automatically be transferred to the ACC appointed by the Board, as set forth in *Section 6.02*.

"**Homebuilder**" refers to any Owner (other than Declarant) who is in the business of constructing single-family residences (whether attached or detached) for resale to third parties and acquires all or a portion of the Development to construct single-family residences for resale to third parties.

"**Improvement**" means any and all physical enhancements and alterations to the Development, including, but not limited to, grading, clearing, removal of trees, site work, utilities, landscaping, irrigation, trails, hardscape, exterior lighting, alteration of drainage flow, drainage facilities, detention/retention ponds, water features, fences, walls, signage, and every structure, fixture, and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, awnings, and exterior air conditioning equipment or fixtures.

"**Lot**" means any portion of the Development that Declarant designates as such in a Recorded instrument or as shown as a subdivided lot on a Plat other than Common Area, Special Common Area, or a Lot on which a condominium regime has been established.

"**Majority**" means more than half.

"**Manager**" has the meaning set forth in *Section 3.05(h)*.

"**Members**" means every person or entity that holds membership privileges in the Association.

"**Mortgage**" or "**Mortgages**" means any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot or Condominium Unit.

"**Mortgagee**" or "**Mortgagees**" means the holder(s) of any Mortgage(s).

"**Notice of Applicability**" means the Recorded notice that Declarant executes for the purpose of adding all or any portion of the Property to the terms and provisions of this Covenant.

In accordance with *Section 9.05*, a Notice of Applicability may also subject a portion of the Property to a previously Recorded Development Area Declaration.

"**Occupant**" means a resident, occupant or tenant of a Lot or Condominium Unit other than an Owner.

"**Owner**" means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot or Condominium Unit, and in no event will mean an Owner. Mortgagees who acquire title to a Lot or Condominium Unit through a deed in lieu of foreclosure or through foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners. Every Owner is a Member of the Association.

"**Permittee**" means any Occupant and any officer, agent, employee, licensee, lessee, customer, vendor, supplier, guest, invitee or contractor of an Owner or Declarant (as applicable).

"**Plat**" means a Recorded subdivision plat of any portion of the Development, and any amendments thereto.

"**Property**" means all of that certain real property defined in the preamble, subject to any additions thereto or withdrawals therefrom as may be made pursuant to *Section 9.03* and *Section 9.04* of this Covenant.

"**Record, Recording, Recordation and Recorded**" means recorded in the Official Public Records of Travis County, Texas, and in the Official Public Records of Bastrop County, Texas.

"**Residential Developer**" refers to any Owner, other than Declarant, who acquires undeveloped land, one or more Lots, or any other portion of the Property for the purposes of development for and/or resale to a Homebuilder.

"**Residential Lot**" means a portion of the Development, designated by Declarant in a Recorded instrument or shown as a subdivided lot on a Plat, other than Common Area and Special Common Area, which is intended solely for single-family residential use.

"**Rules**" means any instrument, however denominated, which Declarant may adopt as part of the Community Manual, or the Board may subsequently adopt for the regulation and management of the Development, including any amendments thereto. Until expiration or termination of the Development Period, Declarant must approve any amendment to the Rules.

"**Service Area**" means a group of Lots and/or Condominium Units designated as a separate Service Area pursuant to this Covenant for purpose of receiving benefits or services from the Association which are not provided to all Lots and Condominium Units. A Service Area may be comprised of more than one type of use or structure and may include noncontiguous Lots. A Lot or Condominium Unit may be assigned to more than one Service Area. Service Area boundaries may be established and modified as provided in *Section 2.04*.

"**Service Area Assessments**" means assessments levied against the Lots and/or Condominium Units in a particular Service Area to fund Service Area Expenses, as described in *Section 5.06*.

"**Service Area Expenses**" means the estimated and actual expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Service Area, which may include a reasonable reserve for capital repairs and replacements.

"**Special Common Area**" means any interest in real property or improvements which Declarant designates in a Recorded Notice of Applicability pursuant to *Section 9.05*, in a Development Area Declaration or in any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant) as Special Common Area which is assigned for the purpose of exclusive use and/or the obligation to pay Special Common Area Assessments attributable thereto, to one or more, but less than all of the Lots, Condominium Units, Owners or Development Areas, and is or will be conveyed to the Association or as to which the Association will be granted rights or obligations, or otherwise held by the Declarant for the benefit of the Association. The Notice of Applicability, Development Area Declaration, or other Recorded instrument will identify the Lots, Condominium Units, Owners or Development Areas assigned to such Special Common Area and further indicate whether the Special Common Area is assigned to such parties for the purpose of exclusive use and the payment of Special Common Area Assessments, or only for the purpose of paying Special Common Area Assessments attributable thereto. By way of illustration and not limitation, Special Common Area might include such things as private drives and roads, entrance facilities and features, monumentation or signage, walkways or landscaping.

"**Special Common Area Expenses**" means the estimated and actual expenses which the Association incurs or expects to incur to operate, maintain, repair and replace Special Common Area, which may include a reasonable reserve for capital repairs and replacements.

"**Special Common Area Assessments**" means assessments levied against the Lots and/or Condominium Units as described in *Section 5.05*.

"**Harvest Ridge Reviewer**" means Declarant or its designee until expiration of termination of the Development Period. Upon expiration or termination of the Development Period, the rights of the Harvest Ridge Reviewer will automatically be transferred to the architectural control committee appointed by the Board, as set forth in *Section 6.02* below.

TABLE 1: DOCUMENTS	
Covenant (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of Property made subject to the Covenant by the Recording of a Notice of Applicability.

Notice of Applicability (Recorded)	Describes the portion of the Property being made subject to the terms and provisions of the Covenant and any applicable Development Area Declaration.
Development Area Declaration (Recorded)	Includes additional covenants, conditions and restrictions governing portions of the Development.
Certificate of Formation (Filed with Secretary of State and Recorded)	Establishes the Association as a not-for-profit corporation under Texas law.
Community Manual (Recorded)	Establishes rules and policies governing the Association.
Design Guidelines (Recorded)	Governs the design and architectural standards for the construction of Improvements and modifications thereto. Neither the Declarant nor the Harvest Ridge Reviewer shall have any obligation to adopt Design Guidelines.

ARTICLE 2
GENERAL RESTRICTIONS

2.01 General.

(a) **Conditions and Restrictions**. All Lots and Condominium Units within the Development to which a Notice of Applicability has been Recorded in accordance with *Section 9.05*, will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Documents and Applicable Law. **NO PORTION OF THE PROPERTY WILL BE SUBJECT TO THE TERMS AND PROVISIONS OF THIS COVENANT UNTIL A NOTICE OF APPLICABILITY HAS BEEN RECORDED.**

(b) **Compliance with the Documents and Applicable Law**. Compliance with the Documents is mandatory. However, compliance with the Documents is not a substitute for compliance with Applicable Law. Please be advised that the Documents do not purport to list or describe each requirement, rule or restriction which may be applicable to a Lot or a Condominium Unit located within the Development. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot or Condominium Unit. Furthermore, Owners should not construe an approval by the Harvest Ridge Reviewer as confirmation that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot or Condominium Unit.

(c) **Harvest Ridge Reviewer Approval of Project Names**. Each Owner is advised that the name used to identify a Development Area or any portion thereof for marketing or identification purposes must be approved in advance and in writing by the Harvest Ridge Reviewer.

(d) **Development Amenities**. A Development Area may include Common Area, open space, water quality facilities, parkland, trails, landscape areas, roadways,

driveways or easements which benefit the Development in addition to the Development Area, as reasonably determined by the Declarant during the Development Period, and the Board after termination or expiration of the Development Period (the "**Development Amenities**"). Declarant, during the Development Period, and the Board after termination or expiration of the Development Period, may require all or a portion of such Development Amenities be conveyed, transferred, or dedicated (by deed easement, or license) to: (i) the Association; or (ii) another entity designated by the Declarant or the Board, as applicable. Alternatively, the Declarant, during the Development Period, and the Board after termination or expiration of the Development Period, may require that all or a portion of such Development Amenities be owned and maintained by the Owner of all or a portion of a particular Development Area, subject to an easement in favor of other Owner(s) and Occupants, as designated by the Declarant or the Board, as applicable (e.g., ingress and egress over and across the driveways constructed within the Development Area).

The Development Amenities may not be conveyed or otherwise transferred unless the conveyance and transfer is approved in advance and in writing by the Declarant during the Development Period, and the Board after expiration or termination of the Development Period.

2.02 Incorporation of Development Area Declarations. Upon Recordation of a Development Area Declaration such Development Area Declaration will, automatically and without the necessity of further act, be incorporated into, and be deemed to constitute a part of this Covenant, to the extent not in conflict with this Covenant, but will apply only to portions of the Property made subject to the Development Area Declaration upon the Recordation of one or more Notices of Applicability. To the extent of any conflict between the terms and provisions of a Development Area Declaration and this Covenant, the terms and provisions of this Covenant will apply.

2.03 Conceptual Plans. All master plans, site plans, brochures, illustrations, information and marketing materials related to the Property or the Development (collectively, the "**Conceptual Plans**") are conceptual in nature and are intended to be used for illustrative purposes only. **The land uses and Improvements reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the Property or the Development may include uses which are not shown on the Conceptual Plans.** Neither Declarant nor any Residential Developer, Homebuilder or other developer of any portion of the Property or the Development makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Property or the Development and it is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans **or any statement made by Declarant or any of Declarant's representatives regarding proposed land uses, or proposed or planned Improvements**, in making the decision to purchase any land or Improvements within the Property or the Development. Each Owner who acquires a Lot or Condominium Unit within the Development acknowledges that the Development is a master

planned community, the development of which will extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Property or changes in the Conceptual Plans as they may be amended or modified from time to time.

2.04 Provision of Benefits and Services to Service Areas.

(a) Declarant, in a Notice of Applicability Recorded pursuant to *Section 9.05* or in any Recorded written notice, may assign Lots and/or Condominium Units to one or more Service Areas (by name or other identifying designation) as it deems appropriate, which Service Areas may be then existing or newly created, and may require that the Association provide benefits or services to such Lots and/or Condominium Units in addition to those which the Association generally provides to the Development. During the Development Period, Declarant may unilaterally amend any Notice of Applicability or any Recorded notice, to re-designate Service Area boundaries. All costs associated with the provision of services or benefits to a Service Area will be assessed against the Lots and/or Condominium Units within the Service Area as a Service Area Assessment.

(b) In addition to Service Areas which Declarant may designate, during the Development Period, any group of Owners may petition the Board to designate their Lots and/or Condominium Units as a Service Area for the purpose of receiving from the Association: (i) special benefits or services which are not provided to all Lots and/or Condominium Units; or (ii) a higher level of service than the Association otherwise provides. Upon receipt of a petition signed by Owners of a Majority of the Lots and/or Condominium Units within the proposed Service Area, the Board will investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and associated expenses, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge will apply at a uniform rate per Lot and/or Condominium Units among all Service Areas receiving the same service). If approved by the Board, Declarant during the Development Period, and the Owners of at least sixty-seven percent (67%) of the total number of votes held by all Lots and/or Condominium Units within the proposed Service Area, the Association will provide the requested benefits or services on the terms set forth in the proposal or in a manner otherwise determined by the Board. The cost and administrative charges associated with such benefits or services will be assessed against the Lots and/or Condominium Units within such Service Area as a Service Area Assessment. After expiration or termination of the Development Period, the Board may discontinue or modify benefits or services provided to a Service Area.

2.05 Designation of Special Common Areas. Until the expiration or termination of the Development Period, Declarant may designate, in a Notice of Applicability, a Development Area Declaration or in any instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant), any interest in real property or improvements which

benefits certain Lot(s), Condominium Unit(s) or one or more portion(s) of but less than all of the Development as Special Common Area, for the exclusive use of and/or the obligation to pay Special Common Area Assessments by the Owners of such Lot(s), Condominium Unit(s) or portion(s) of the Development attributable thereto, and is or will be conveyed to the Association or as to which the Association will be granted rights or obligations, or otherwise held by the Declarant for the benefit of the Association. The Notice of Applicability, Development Area Declaration, or other Recorded notice designating such Special Common Area will identify the Lot(s), Condominium Unit(s) or portion(s) of the Development assigned to such Special Common Area and further indicate whether the Special Common Area designated therein is for the purpose of the exclusive use and the payment of Special Common Area Assessments by the Owner(s) thereof, or only for the purpose of paying Special Common Area Assessments attributable thereto, but not also for exclusive use. By way of illustration and not limitation, Special Common Area might include such things as private drives and roads, entrance facilities and features, monumentation or signage, walkways or landscaping, which may or may not be exclusively used by the Owners paying the attributable Special Common Area Assessments therefor. All costs associated with maintenance, repair, replacement, and insurance of such Special Common Area will be assessed as a Special Common Area Assessment against the Owners of the Lots and/or Condominium Units to which the Special Common Area is assigned. During the Development Period, Declarant may Record an instrument converting any previously designated Special Common Area, or any portion thereof, to Common Area.

ARTICLE 3
HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.

3.01 Organization. The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas non-profit corporation. Neither the Certificate nor the Bylaws will, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Covenant. Unless otherwise expressly provided in the Documents, the Association acts through a Majority of the Board. Certain acts and activities of the Association and the Board must be approved by Declarant during the Development Period. If Declarant approval is required, Declarant's approval must be evidenced in writing.

3.02 Membership.

(a) Mandatory Membership. Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot or Condominium Unit that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot or Condominium Unit, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot or Condominium Unit. Within thirty (30) days after acquiring legal title to a Lot or Condominium Unit, if requested by the Board, an Owner must provide the Association with: (1) a copy of the recorded deed by which the Owner has acquired title to the Lot or Condominium Unit; (2) the Owner's address, email address, phone number, and driver's license number, if any; (3) any

Mortgagee's name and address; and (4) the name, phone number, and email address of any Occupant other than the Owner.

(b) Easement of Enjoyment – Common Area. Every Member will have a right and easement of enjoyment in and to all of the Common Area and an access easement, if applicable, by and through any Common Area, which easements will be appurtenant to and will pass with the title to such Member's Lot or Condominium Unit, subject to the following restrictions and reservations:

(i) The right of the Declarant or the Declarant's designee, during the Development Period, and the Board, with the Declarant's written consent during the Development Period, to cause such Improvements and features to be constructed upon the Common Area;

(ii) The right of the Association to suspend the Member's right to use the Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due and for any period during which such Member is in violation of any provision of this Covenant;

(iii) The right of the Declarant, during the Development Period, and the Board, with the Declarant's written consent during the Development Period, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any purpose;

(iv) The right of the Declarant, during the Development Period, and the Board, with the Declarant's written consent during the Development Period, to grant easements or licenses over and across the Common Area;

(v) With the advance written approval of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area;

(vi) The right of the Declarant, during the Development Period, and the Board, with the Declarant's written consent during the Development Period, to promulgate Rules regarding the use of the Common Area and any Improvements thereon; and

(vii) The right of the Association to contract for services and benefits with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by the Declarant.

(c) Easement of Enjoyment – Special Common Area. Each Owner of a Lot or Condominium Unit which has been assigned use of Special Common Area in a Notice of

Applicability, Development Area Declaration, or other Recorded instrument, will have a right and easement of enjoyment in and to all of such Special Common Area for its intended purposes, and an access easement, if applicable, by and through such Special Common Area, which easement will be appurtenant to and will pass with title to such Owner's Lot or Condominium Unit, subject to *Section 3.02(b)* above and subject to the following restrictions and reservations:

(i) The right of the Declarant or the Declarant's designee, during the Development Period, and the Board, with the Declarant's written consent during the Development Period, to cause such Improvements and features to be constructed upon the Special Common Area;

(ii) The right of Declarant, during the Development Period, to grant additional Lots or Condominium Units use rights in and to Special Common Area in a subsequently Recorded Notice of Applicability, Development Area Declaration, or other Recorded instrument;

(iii) The right of the Association to suspend the Member's rights to use the Special Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due and for any period during which such Member is in violation of any provision of this Covenant;

(iv) The right of Declarant during the Development Period, and the Board, with the Declarant's written consent during the Development Period, to grant easements or licenses over and across the Special Common Area;

(v) The right of Declarant, during the Development Period, and the Board, with the Declarant's written consent during the Development Period, to dedicate or transfer all or any part of the Special Common Area to a Governmental Entity;

(vi) With the advance written approval of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Special Common Area and, in furtherance thereof, mortgage the Special Common Area;

(vii) The right of the Declarant, during the Development Period, and the Board, with the Declarant's written consent during the Development Period, to promulgate Rules regarding the use of the Special Common Area and any Improvements thereon; and

(viii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by the Declarant.

3.03 Governance. As more specifically described in the Bylaws, the Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. **Notwithstanding the foregoing provision or any provision in this Covenant to the contrary, until the 10th anniversary of the date this Covenant is Recorded, Declarant will have the sole right to appoint and remove all members of the Board. No later than the 10th anniversary of the date this Covenant is Recorded, or sooner as determined by Declarant, the Board shall hold a meeting of Members of the Association for the purpose of electing one-third of the Board (the "Initial Member Election Meeting"), which Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period.**

3.04 Voting Allocation. The number of votes which may be cast to elect members to the Board (except as provided by *Section 3.03*) and on all other matters the Members may vote on will be calculated as set forth below.

(a) Residential Lot. Each Owner of Residential Lot will be allocated one (1) vote for each Residential Lot so owned. In the event of the re-subdivision of any Residential Lot into two or more Residential Lots: (i) the number of votes to which such Residential Lot is entitled will be increased as necessary to retain the ratio of one (1) vote for each Residential Lot resulting from such re-subdivision, *e.g.*, each Residential Lot resulting from the re-subdivision will be entitled to one (1) vote; and (ii) each Residential Lot resulting from the re-subdivision will be allocated one (1) Assessment Unit. In the event of the consolidation of two (2) or more Residential Lots for purposes of construction of a single residence thereon, voting rights and Assessments will continue to be determined according to the number of original Residential Lots contained in such consolidated Residential Lot. Nothing in this Covenant will be construed as authorization for any re-subdivision or consolidation of Residential Lots, such actions being subject to the conditions and restrictions of the Harvest Ridge Reviewer.

(b) Commercial Lot or Condominium Unit. Each Commercial Lot or Condominium Unit will be allocated that number of votes set forth in the Notice of Applicability attributable to such Commercial Lot or Condominium Unit. Declarant will determine the number of votes in its sole and absolute discretion, which determination, unless otherwise provided in this *Section 3.04(b)*, will be final, binding and conclusive. If the Notice of Applicability includes the number of Commercial Lots or Condominium Units to be established within the Development Area, and the number of Commercial Lots or Condominium Units actually created differ from the number of Commercial Lots or Condominium Units set forth in the Notice of Applicability, Declarant, during the Development Period or the Board after the expiration or termination of the Development Period, may modify and amend the Notice of Applicability to reflect the actual number of Commercial Lots or Condominium Units.

(c) Declarant. In addition to the votes to which Declarant is entitled by reason of *Section 3.04(a)* and *Section 3.04(b)*, for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period. Declarant may cast votes allocated to the Declarant pursuant to this Section and shall be considered a Member for the purpose of casting such votes, and need not own any portion of the Development as a pre-condition to exercising such votes.

(d) Co-Owners. If there is more than one Owner of a Lot or Condominium Unit, the vote for such Lot or Condominium Unit shall be exercised as the co-Owners holding a Majority of the ownership interest in the Lot or Condominium Unit determine among themselves and advise the Secretary of the Association in writing prior to the close of balloting. Any co-Owner may cast the vote for the Lot or Condominium Unit, and majority agreement shall be conclusively presumed unless another co-Owner of the Lot or Condominium Unit protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of a majority agreement, the Lot's or Condominium Unit's vote shall be suspended if two or more co-Owners seek to exercise it independently. In no event will the vote for such Lot or Condominium Unit exceed the total votes to which such Lot or Condominium Unit is otherwise entitled pursuant to this *Section 3.04*.

3.05 Powers. The Association will have the powers of a Texas nonprofit corporation. It will further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by Applicable Law or this Covenant. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

(a) Rules. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, Rules, policies, the Bylaws and the Community Manual, as applicable, which are not in conflict with this Covenant, as the Board deems proper, covering any and all aspects of the Development (including the operation, maintenance and preservation thereof) or the Association. During the Development Period, Declarant must approve Rules or policies the Board proposes as well as the Bylaws and the Community Manual and any modifications thereto.

(b) Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

(c) Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Documents available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours in accordance with Applicable Law.

(d) Assessments. To levy and collect Assessments and to determine Assessment Units, as provided in *Article 5* below.

(e) Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon or into any Condominium Unit for the purpose of enforcing the Documents or for the purpose of maintaining or repairing any area, Improvement or other facility or removing any item to conform to the Documents. The expense incurred by the Association in connection with the entry upon any Lot or into any Condominium Unit and the removal or maintenance and repair work conducted therefrom, thereon or therein will be a personal obligation of the Owner of the Lot or the Condominium Unit so entered, will be deemed an Individual Assessment against such Lot or Condominium Unit, will be secured by a lien upon such Lot or Condominium Unit, and will be enforced in the same manner and to the same extent as provided in *Article 5* hereof for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Documents. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Documents; provided, however, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not enter into, alter or demolish any Improvements on any Lot, or any Condominium Unit, other than Common Area or Special Common Area, in enforcing this Covenant before the Association obtains either: (i) a judicial order authorizing such action; or (ii) the written consent of the Owner(s) of the affected Lot(s) or Condominium Unit(s). **EACH OWNER AND OCCUPANT HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.05(e)* (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT TO THE EXTENT SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION RESULTED FROM THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area or Special Common Area. During the Development Period, Declarant must approve any grant or conveyance under this *Section 3.05(g)*. In addition, the Association (with the advance written approval of the Declarant during the Development Period) and Declarant are expressly authorized and permitted to convey easements over and across Common Area or Special Common Area for the benefit of property not otherwise subject to the terms and provisions of this Covenant.

(h) Manager. To retain and pay for the services of a person or firm (the "**Manager**"), which may include Declarant or any affiliate of Declarant, to manage and operate the Association, including Common Area, Special Common Area, and/or any Service Area. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers and functions to the Manager. In addition, the Board may adopt transfer fees, resale certificate fees, review fees, coordination and administrative fees, architectural review fees, and/or any other fees associated with the provision of management services and/or coordination to the Association or its Members. **THE MEMBERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.**

(i) Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, and all other utilities, services, repair and maintenance, including but not limited to private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, canals, streams, and lakes.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Documents or as determined by the Board.

(k) Construction on Common Area and Special Common Area. To construct new Improvements or additions to Common Area and Special Common Area, subject to the approval of Declarant during the Development Period.

(l) Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain the Development, any Common Area, Special Common Area, Improvement, or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board, the Association, or the Members. During the Development

Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant.

(m) Property Ownership. To acquire, own and dispose of all manner of real and personal property, whether by grant, lease, easement, gift or otherwise. During the Development Period, all acquisitions and dispositions of the Association hereunder must be approved in advance and in writing by the Declarant.

(n) Authority with Respect to the Documents. To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any of the Documents. Any decision by the Board to delay or defer the exercise of the power and authority granted by this *Section 3.05(n)* will not subsequently in any way limit, impair or affect ability of the Board to exercise such power and authority.

(o) Membership Privileges. To establish Rules governing and limiting the use of the Common Area, Special Common Area, and any Improvements thereon as well as the use, maintenance, and enjoyment of the Lots and Condominium Units. During the Development Period, the Declarant must approve all Rules governing and limiting the use of the Common Area, Special Common Area, Service Area, and any Improvements thereon.

3.06 Conveyance of Common Area and Special Common Area to the Association. The Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real property. Declarant and its assignees reserve the right, from time to time and at any time, to designate, convey, assign or transfer by Recorded instrument property being held by Declarant or a third party for the benefit of the Association, in the sole and absolute discretion of Declarant. Upon the Recording of a designation, the portion of the property identified therein will be considered Common Area or Special Common Area, as applicable, for the purpose of this Covenant and the Association will have an easement over and across the Common Area or Special Common Area necessary or required to discharge the Association's obligations under this Covenant, subject to any terms and limitations to such easement set forth in the designation. Declarant and its assignees may also assign, transfer or convey to the Association interests in real or personal property within or for the benefit of the Development, for the Development and the general public, or otherwise, as determined in the sole and absolute discretion of Declarant. All or any real or personal property assigned, transferred and/or conveyed by Declarant to the Association shall be deemed accepted by the Association upon Recordation, and without further action by the Association, and shall be considered Common Area or Special Common Area without regard to whether such real or personal property is designated by Declarant as Common Area or Special Common Area. If requested by Declarant, the Association will execute a written instrument, in a form requested by Declarant, evidencing acceptance of such real or personal property; provided, however, execution of a written consent by the Association shall in no event be a precondition to acceptance by the Association. The assignment, transfer, and/or conveyance of real or personal property to the Association may be by deed without warranty, may reserve easements in favor of Declarant or a third party designated by Declarant over and across such

property, and may include such other provisions, including restrictions on use, determined by Declarant, in Declarant's sole and absolute discretion. Property assigned, transferred, and/or conveyed to the Association may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Upon Declarant's written request, the Association will re-convey to Declarant any unimproved real property that Declarant originally conveyed to the Association for no payment. Declarant and/or its assignees may construct and maintain upon portions of the Common Area and/or the Special Common Area such facilities and may conduct such activities which, in Declarant's sole opinion, may be required, convenient, or incidental to the construction or sale of Improvements on the Development, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and its assignees shall have an easement over and across the Common Area and the Special Common Area for access and shall have the right to use such facilities and to conduct such activities at no charge.

3.07 Indemnification. To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Certificate or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (a) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; or (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

3.08 Insurance. The Board may purchase and maintain, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against such person or incurred by such person in their capacity as an director, officer, committee member, employee, servant or agent of the Association, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability or otherwise.

3.09 Bulk Rate Contracts. Without limitation on the generality of the Association powers set out in *Section 3.05*, the Association will have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers the Board chooses (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are the owners or participants, directly or

indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. Notwithstanding the foregoing, during the Development Period, Declarant must approve all Bulk Rate Contractsn.

The Association may, at its option and election add the charges payable by such Owner under such Bulk Rate Contract to the Assessments (Regular, Special, Service Area, Special Common Area, or Individual, as the case may be) against such Owner's Lot or Condominium Unit. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association will be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Covenant with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot or Condominium Unit which is reserved under the terms and provisions of this Covenant. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12-day period), in addition to all other rights and remedies available at law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner (or Occupant of such Owner's Lot or Condominium Unit) directly to the applicable service or utility provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner (or Occupant of such Owner's Lot or Condominium Unit) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service will be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

3.10 Community Services and Systems. Declarant, or a designee of Declarant, is specifically authorized, but not required, to install, provide, maintain or furnish, or to enter into contracts with other persons to install, provide, maintain or furnish, central telecommunication receiving and distribution systems (*e.g.*, cable television, high speed data/Internet/intranet services, and security monitoring) and utility services (*e.g.*, electricity, solar, gas, water), and related components, including associated infrastructure, equipment, hardware, and software to serve all or any portion of the Development ("**Community Services and Systems**"). The Community Services and Systems may be located on Common Area or Special Common Area, and on or in any Improvements constructed upon the Common Area or Special Common Area, and an easement is herein reserved in favor of Declarant or its designee for the purpose of installing, operating, managing, maintaining, upgrading and modifying the Community Services and Systems. In the event Declarant, or a designee of Declarant, elects to provide any of the Community Services and Systems to all or any portion of the Development, Declarant or designee of Declarant, may enter into an agreement with the Association with respect to such services. In the event Declarant, or any designee of Declarant, enters into a contract with a third party for the provision any Community Services and Systems to serve all or any portion of the Development,

Declarant or the designee of Declarant may assign any or all of the rights or obligations of Declarant or the designee of Declarant under the contract to the Association or any individual or entity. Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Services and Systems as Declarant or its designee determines appropriate. **Each Owner acknowledges that interruptions in Community Services and Systems will occur from time to time. Declarant and the Association, or any of their respective affiliates, directors, officers, employees and agents, or any of their successors or assigns will not be liable for, and no Community Services and Systems user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Services and Systems and services, regardless of whether or not such interruption is caused by reasons within the service provider's control.**

3.11 **Protection of Declarant's Interests**. Despite any assumption of control of the Board by Owners other than Declarant, until the expiration or termination of the Development Period, the Board is prohibited from taking any action which would discriminate against Declarant, or which would be detrimental to the sale of Lots, Condominium Units, or any portion of the Property owned by Declarant. Declarant shall be entitled to determine, in its sole and absolute discretion, whether any such action discriminates or is detrimental to Declarant. Unless Declarant agrees otherwise in advance and in writing, the Board will be required to continue the same level and quality of maintenance, operations and services as that provided immediately prior to assumption of control of the Board by Owners other than Declarant until the expiration or termination of the Development Period.

3.12 **Administration of Common Area**. The administration of the Common Area, Special Common Area, and Service Area by the Association shall be in accordance with the provisions of Applicable Law and the Documents, and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) designated by Declarant or by any Governmental Entity having regulatory jurisdiction over the Common Area, Special Common Area, or Service Area or by any title insurance company selected by Declarant to insure title to any portion of such areas.

ARTICLE 4
INSURANCE AND RESTORATION

4.01 **Insurance.** Each Owner will be required to purchase and maintain commercially standard insurance on the Improvements located upon such Owner's Lot or Condominium Unit. The Association will not maintain insurance on the Improvements constructed upon any Lot or Condominium Unit. The Association may, however, obtain such other insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board, in its discretion, may deem necessary. Insurance premiums for such policies will be a common expense that the Association will include in the Assessments levied. The acquisition

of insurance by the Association will be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

ARE YOU COVERED?

The Association will not provide insurance which covers an Owner's Lot, a Condominium Unit, or any Improvements or personal property located on a Lot or within a Condominium Unit.

4.02 Restoration Requirements. In the event of any fire or other casualty, unless otherwise approved by the Harvest Ridge Reviewer, the Owner will: (i) promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof or (ii) in the case of substantial or total damage or destruction of any Improvement, remove all such damaged Improvements and debris from the Development within sixty (60) days after the occurrence of such damage. Such repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials substantially similar to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within one hundred and twenty (120) days after the occurrence of such damage or destruction, and thereafter prosecute the same to completion, or if the Owner does not clean up any debris resulting from any damage within sixty (60) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement, removal, or clean-up, and such Owner will be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed by Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1½%) per month) will be added to the Assessment chargeable to the Owner's Lot. Any such amounts added to the Assessments chargeable against a Lot or Condominium Unit will be secured by the liens reserved in this Covenant for Assessments and may be collected by any means provided in this Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot or Condominium Unit. **EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT, HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 4.02*, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE,**

CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

4.03 Restoration - Mechanic's and Materialmen's Lien. Each Owner whose structure is repaired, restored, replaced or cleaned-up by the Association pursuant to the rights granted under this *Article 4*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, replacement or clean-up of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration, replacement, or clean-up exceeds any insurance proceeds allocable to such repair, restoration, replacement, or clean-up which are delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration, replacement, or clean-up such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

ARTICLE 5
COVENANT FOR ASSESSMENTS

5.01 Assessments.

(a) Established by the Board. The Board will levy Assessments pursuant to the provisions of this *Article 5* against each Lot and Condominium Unit in such amounts as the Board determine pursuant to *Section 5.09* below. The Board will determine the total amount of Assessments in accordance with the terms of this *Article*.

(b) Personal Obligation; Lien. Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot or Condominium Unit against which the Assessment is levied and will be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements thereon and each such Condominium Unit (such lien, with respect to any Lot or Condominium Unit not in existence on the date hereof, will be deemed granted and conveyed at the time that such Lot or Condominium Unit is created). The Association may enforce payment of such Assessments in accordance with the provisions of this Article. Unless the Association elects otherwise (which election may be made at any time), each residential condominium association established by a condominium regime imposed upon all or a portion of the Development Area will collect all Assessments levied pursuant to this Covenant from Condominium Unit Owners within such condominium regime. The condominium association will promptly remit all Assessments collected from Condominium Unit Owners to the Association. If the condominium association fails to timely collect any portion of the Assessments due from the Owner of the Condominium Unit, then the Association may collect such Assessments allocated to the Condominium Unit on its own behalf and enforce its lien against the Condominium Unit without joinder of the condominium association. The condominium association's right to collect Assessments on behalf of the

Association is a license from the Association which may be revoked by written instrument at any time, and from time to time, at the sole and absolute discretion of the Board.

(c) Declarant Subsidy. Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Lots and Condominium Units for any fiscal year by the payment of a subsidy to the Association. Any subsidy Declarant pays to the Association may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. The payment of a subsidy in any given year will not obligate Declarant to continue payment of a subsidy to the Association in future years.

(d) Commencement of Assessments. Assessments will commence as to a particular Lot on the first day of the month after such Lot has been made subject to the terms and provisions of this Covenant. If Assessments are due and payable less frequently than once per month, *e.g.*, quarterly or annually, Assessments will be prorated based on the number of months remaining during the billing period.

5.02 Maintenance Fund. The Board will establish a maintenance fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Covenant. The funds of the Association may be used for any purpose authorized by the Documents and Applicable Law.

5.03 Regular Assessments. Prior to the beginning of each fiscal year, the Board will prepare a budget for the purpose of determining amounts sufficient to pay the estimated net expenses of the Association (the "**Regular Assessments**") which sets forth: (i) an estimate of expenses that the Association will incur during such year in performing its functions and exercising its powers under this Covenant, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing street and other lighting, the cost of administering and enforcing the Documents; and (ii) an estimate of the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve; and which (iii) excludes the operation, maintenance, repair and management costs and expenses associated with any Service Area and Special Common Area. Regular Assessments sufficient to pay such estimated net expenses will then be levied at the level set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding. If the sums collected prove inadequate for any reason, including nonpayment of any Individual Assessment by any Owner, the Association may at any time, and from time to time, levy further Regular Assessments in the same manner. All such Regular Assessments will be due and payable to the Association at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

5.04 Special Assessments. In addition to the Regular Assessments provided for above, the Board may levy special assessments (the "**Special Assessments**") whenever in the Board's opinion such Special Assessments are necessary to enable the Board to carry out the functions of the Association under the Documents. The amount of any Special Assessments will be at the sole discretion of the Board. In addition to the Special Assessments authorized above, the Association

may, in any fiscal year, levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Special Common Area. Any Special Assessment levied by the Association for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area will be levied against all Owners based on Assessment Units. Any Special Assessments levied by the Association for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Special Common Area will be levied against all Owners who have been assigned the obligation to pay Special Common Area Assessments based on Assessment Units. All Special Assessments will be due and payable to the Association at the beginning of the fiscal year or in such other manner as the Board may designate in its sole and absolute discretion.

5.05 Special Common Area Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget covering the estimated expenses to be incurred by the Association to operate, maintain, repair, or manage any Special Common Area. The budget will be an estimate of the amount needed to operate, maintain, repair and manage such Special Common Area including a reasonable provision for contingencies and an appropriate replacement reserve. The level of Special Common Area Assessments will be set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding. If the sums collected prove inadequate for any reason, including non-payment of any Assessment by any Owner, the Association may at any time, and from time to time, levy further Special Common Area Assessments in the same manner as aforesaid. All such Special Common Area Assessments will be due and payable to the Association at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

5.06 Service Area Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses to be incurred by the Association in the coming year. The total amount of Service Area Assessments will be allocated (a) equally among the Lots or Condominium Units within the Service Area; (b) based on the Assessment Units assigned to the Lots or Condominium Units within the Service Area; or (c) based on the benefit received among all Lots and Condominium Units in the Service Area. All amounts that the Association collects as Service Area Assessments will be expended solely for the benefit of the Service Area for which they were collected and will be accounted for separately from the Association's general funds.

5.07 Individual Assessments. In addition to any other Assessments, the Board may levy an individual assessment (the "**Individual Assessment**") against an Owner and the Owner's Lot or Condominium Unit, which may include, but is not limited to: (i) interest, late charges, and collection costs on delinquent Assessments; (ii) reimbursement for costs incurred in bringing an Owner or the Owner's Lot or Condominium Unit into compliance with the Documents; (iii) fines for violations of the Documents; (iv) transfer-related fees and resale certificate fees; (v) fees for estoppel letters and project documents; (vi) insurance deductibles; (vii) reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees

or Occupants of the Owner's Lot or Condominium Unit; (viii) common expenses that benefit fewer than all of the Lots or Condominium Units, which may be assessed according to benefit received; (ix) fees or charges levied against the Association on a per-Lot or per-Condominium Unit basis; and (x) "pass through" expenses for services to Lots or Condominium Units provided through the Association and which are paid by each Lot or Condominium Unit according to benefit received.

5.08 Working Capital Assessment. Each Owner (other than Declarant) will pay a one-time working capital assessment (the "**Working Capital Assessment**") to the Association in such amount, if any, as may be determined by Declarant, until expiration or termination of the Development Period, and the Board thereafter. The Working Capital Assessment hereunder will be due and payable to the Association by the transferee immediately upon each transfer of title to the Lot or Condominium Unit, including upon transfer of title from one Owner of such Lot or Condominium Unit to any subsequent purchaser or transferee thereof. Such Working Capital Assessment need not be uniform among all Lots or Condominium Units, and Declarant or the Board, as applicable, is expressly authorized to establish Working Capital Assessments of varying amounts depending on the size, use and general character of the Lots or Condominium Units. The Working Capital Assessment may be used to discharge operating expenses or capital expenses, as determined from time to time by the Board. The levy of any Working Capital Assessment will be effective only upon the Recordation of a notice, signed by Declarant or a duly authorized officer of the Association, setting forth the amount of the Working Capital Assessment and the Lots or Condominium Units to which it applies.

Notwithstanding the foregoing provision, the following transfers will not be subject to the Working Capital Assessment: (a) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (b) transfer to, from, or by the Association; (c) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. In the event of any dispute regarding the application of the Working Capital Assessment to a particular Owner, Declarant, until expiration or termination of the Development Period, will determine application of an exemption in its sole and absolute discretion. The Working Capital Assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this *Article 5* and will not be considered an advance payment of such Assessments. The Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any Working Capital Assessment attributable to a Lot or Condominium Unit (or all Lots and Condominium Units) by the Recordation of a waiver notice or in the Notice of Applicability, which waiver may be temporary or permanent.

5.09 Amount of Assessment.

(a) Assessments to be Levied. The Board will levy Assessments against each "**Assessment Unit**" (as defined in *Section 5.09(b)* below). Unless otherwise provided in this Covenant, Assessments levied pursuant to *Section 5.03* and *Section 5.04* will be levied uniformly against each Assessment Unit. Special Common Area Assessments levied pursuant to *Section 5.05* will be levied uniformly against each Assessment Unit allocated

to a Lot or Condominium Unit that has been assigned the obligation to pay Special Common Area Assessments for specified Special Common Area. Service Area Assessments levied pursuant to *Section 5.06* will be levied either: (i) equally; (ii) based on Assessment Units allocated to the Lots and/or Condominium Units within the Service Area; or (iii) based on the benefit received among all Lots and Condominium Units in the benefited Service Area that has been included in the Service Area to which such Service Area Assessment relates.

(b) Assessment Unit. Each Residential Lot shall be allocated one (1) "Assessment Unit" unless otherwise provided in *Section 5.09(d)*. In the event of the re-subdivision of any Residential Lot into two (2) or more Residential Lots, each Residential Lot resulting from the re-subdivision will be allocated one (1) Assessment Unit. In the event of the consolidation of two (2) or more Residential Lots for the purposes of constructing a single residence thereon, the Assessment Units will continue to be determined according to the number of original Residential Lots contained in such consolidated Residential Lot. Nothing in this Covenant will be construed as authorization for any re-subdivision or consolidation of Residential Lots, such actions being subject to the conditions and restrictions of Harvest Ridge Reviewer.

(c) Commercial Lots and Condominium Units. Each Commercial Lot and Condominium Unit will be allocated the Assessment Units set forth in the Notice of Applicability attributable to such Commercial Lot or Condominium Unit, which may be less than one (1) Assessment Unit per Commercial Lot or Condominium Unit. Declarant will determine the number of Assessment Units in its sole and absolute discretion, which determination, unless otherwise provided in this *Section 5.09(c)*, will be final, binding and conclusive. If the Notice of Applicability includes the number of Commercial Lots or Condominium Units to be established within the Development Area, and the number of Commercial Lots or Condominium Units actually created differ from the number of Commercial Lots or Condominium Units set forth in the Notice of Applicability, Declarant, during the Development Period, or the Board after the expiration or termination of the Development Period, may modify and amend the Notice of Applicability to reflect the actual number of Commercial Lots or Condominium Units.

(d) Residential Assessment Unit Allocation. Declarant, in Declarant's sole and absolute discretion, may elect to allocate more than one Assessment Unit to a Residential Lot. An allocation of more than one Assessment Unit to a Residential Lot must be made in a Notice of Applicability or in a Development Area Declaration for the Development in which the Residential Lot is located. Declarant's determination regarding the number of Assessment Units applicable to a Residential Lot pursuant to this *Section 5.09(d)* will be final, binding and conclusive.

(e) Declarant Exemption. Notwithstanding anything in this Covenant to the contrary, no Assessments will be levied upon Lots or Condominium Units owned by Declarant.

(f) Other Exemptions and Rights. Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved portion of the Development, Lot or Condominium Unit from Assessments; (ii) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Development, Lot or Condominium Unit; or (iii) reduce the levy of Assessments against any un-platted, unimproved or improved portion of the Development, Lot or Condominium Unit. In the event Declarant elects to delay or reduce Assessments pursuant to this *Section 5.09(f)*, the duration of the delay or the amount of the reduction shall be set forth in a Recorded instrument. Declarant may terminate, extend or modify any delay or reduction set forth in a previously Recorded instrument by Recording a replacement instrument. Declarant or the Board may also exempt from Assessments any portion of the Development which is dedicated to and accepted by a Governmental Entity. Declarant, in Declarant's sole and absolute discretion, may also elect to allocate more than one Assessment Unit to a Residential Lot. An allocation of more than one Assessment Unit to a Residential Lot must be made in a Notice of Applicability or in a Development Area Declaration for the Development Area in which the Residential Lot is located. Declarant's determination regarding the number of Assessment Units applicable to a Residential Lot pursuant to this *Section 5.09(f)* will be final, binding and conclusive.

5.10 Late Charges. At the Board's election, it may require the Owner responsible for any payment not paid by the applicable due date to pay a late charge in such amount as the Board may determine, and the late charge (and any reasonable handling costs) will be a charge upon the Lot or Condominium Unit owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot or Condominium Unit; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law.

5.11 Owner's Personal Obligation for Payment of Assessments. Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot or Condominium Unit against which are levied such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot or Condominium Unit will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month), together with all costs and expenses of collection, including reasonable attorney's fees.

5.12 Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this *Article 5* is, together with late charges as provided in *Section 5.10* and interest as provided in *Section 5.11* hereof and all costs of collection, including attorney's fees as herein provided, are secured by the continuing Assessment lien granted to the Association pursuant to *Section 5.01(b)* above, and will bind each Lot and Condominium Unit in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot or

Condominium Unit, except only for: (i) tax or governmental assessment liens; (ii) all sums secured by a Recorded first Mortgage lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home equity loans or home equity lines of credit which are secured by a second Mortgage lien or Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such Mortgage was Recorded, before the delinquent Assessment was due. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an authorized officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot or Condominium Unit covered by such lien and a description of the Lot or Condominium Unit. Such notice may be signed by one of the officers of the Association and will be Recorded. Each Owner, by accepting a deed or ownership interest to a Lot or Condominium Unit subject to this Covenant will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have pursuant to Applicable Law and under this Covenant, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot or Condominium Unit; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this *Section 5.12*, the Association will upon the request of the Owner, and at such Owner's cost, execute a release of lien relating to any lien for which written notice has been Recorded as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release must be signed by an authorized officer of the Association and Recorded. In addition to the lien hereby retained, in the event of nonpayment by any Owner of any Assessment and after the lapse of at least twelve (12) days since such payment was due, the Association may, upon five (5) days' prior written notice (which may run concurrently with such 12 day period) to such Owner, in addition to all other rights and remedies available pursuant to Applicable Law, equity or otherwise, terminate, in such manner as the Board deems appropriate,

any utility or cable services, provided through the Association and not paid for directly by an Owner or Occupant to the utility or service provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner or the Owner's tenant can make arrangements for payment of the bill and for reconnection of service. Any utility or cable service will not be disconnected or terminated on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services. Except as otherwise provided by Applicable Law, the sale or transfer of a Lot or Condominium Unit will not relieve the Owner of such Lot or Condominium Unit or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot or Condominium Unit and on the date of such conveyance Assessments against the Lot or Condominium Unit remain unpaid, or said Owner owes other sums or fees under this Covenant to the Association, the Owner will pay such amounts to the Association out of the sales price of the Lot or Condominium Unit, and such sums will be paid in preference to any other charges against the Lot or Condominium Unit other than liens superior to the Assessment liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot or Condominium Unit which are due and unpaid. The Owner conveying such Lot or Condominium Unit will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot or Condominium Unit also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the administrative expenses associated with updating the Association's records upon the transfer of a Lot or Condominium Unit to a third party; provided, however, that no administrative transfer fee will be due upon the transfer of a Lot or Condominium Unit from Declarant to a third party.

5.13 Exempt Property. The following area within the Development will be exempt from the Assessments provided for in this Article:

(a) All area dedicated and accepted by a Governmental Entity;

(b) The Common Area and the Special Common Area; and

(c) Any portion of the Property or Development owned by Declarant.

No portion of the Property will be subject to the terms and provisions of this Covenant, and no portion of the Property (or any owner thereof) will be obligated to pay Assessments hereunder unless and until such Property has been made subject to the terms of this Covenant by the Recording of a Notice of Applicability in accordance with *Section 9.05* below.

5.14 Fines and Damages Assessment.

(a) Board Assessment. The Board may assess fines against an Owner for violations of the Documents committed by such Owner, an Occupant, or an Owner's or Occupant's guests, agents or invitees pursuant to the *Fine and Enforcement Policy* contained in the Community Manual. Any fine and/or charge for damage levied in accordance with

this *Section 5.14* will be considered an Individual Assessment pursuant to this Covenant. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area, Special Common Area, Service Area, or any Improvements, caused by the Owner, the Occupant, or their guests, agents, or invitees. The Manager will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Documents and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.

(b) Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot or Condominium Unit is, together with interest as provided in *Section 5.11* hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 5.01(b)* of this Covenant. The fine and/or damage charge will be considered an Assessment for the purpose of this *Article 5* and will be enforced in accordance with the terms and provisions governing the enforcement of Assessments pursuant to this *Article 5*.

ARTICLE 6
HARVEST RIDGE REVIEWER

6.01 Architectural Control By Declarant. During the Development Period, neither the Association, the Board, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of any Improvements. Until expiration of the Development Period, the Harvest Ridge Reviewer for Improvements is Declarant or its designee. Notwithstanding anything to the contrary in this Covenant, no Improvement constructed or caused to be constructed by the Declarant will be subject to the terms and provisions of this *Article 6* and need not be approved in accordance herewith.

(a) Declarant's Rights Reserved. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that during the Development Period no Improvements will be started or progressed without the prior written approval of Declarant, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting on an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization. Declarant may designate one or more persons from time to time to act on its behalf in reviewing and responding to applications.

(b) Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Article to an architectural control committee appointed by the Board or a committee comprised of architects, engineers, or other persons who may or may not be Members of the Association. Any such delegation must be in writing and must specify

the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant to: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated until expiration of twenty-four (24) months after the expiration of the Development Period; and (ii) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. The Declarant is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the Declarant; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with Applicable Law.

6.02 Architectural Control by Association. Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Board, or the Development Period is terminated or expires, the Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Association, acting through an architectural control committee (the "**ACC**") will assume jurisdiction over architectural control and will have the powers of the Harvest Ridge Reviewer hereunder.

(a) ACC. The ACC will consist of at least three (3) but not more than seven (7) persons appointed by the Board. Members of the ACC serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. At the Board's option, the Board may act as the ACC, in which case all references in the Documents to the ACC will be construed to mean the Board. Members of the ACC need not be Owners or Occupants, and may but need not include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board.

(b) Limits on Liability. The ACC has sole discretion with respect to taste, design, and all standards specified by this Article. The members of the ACC have no liability for the ACC's decisions made in good faith, and which are not arbitrary or capricious. The ACC is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the ACC; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.

(c) Release. **EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT, HEREBY RELEASES AND HOLDS HARMLESS DECLARANT, THE HARVEST RIDGE REVIEWER, THE ASSOCIATION AND THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE HARVEST RIDGE REVIEWER'S ACTS OR ACTIVITIES UNDER THIS COVENANT.**

6.03 Prohibition of Construction, Alteration and Improvement. No Improvement, or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction

thereof may occur unless approved in advance by the Harvest Ridge Reviewer. The Harvest Ridge Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property and the Development. Unless otherwise provided in the Design Guidelines, if any, an Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of an Improvement located on such Owner's Lot or within such Owner's Condominium Unit, provided that such action is not visible from any other portion of the Development or Property.

6.04 Architectural Approval.

(a) Submission and Approval of Plans and Specifications. Construction plans and specifications or, when an Owner desires solely to plat, re-subdivide or consolidate Lots or Condominium Units, a proposal for such plat, re-subdivision or consolidation, will be submitted in accordance with the Design Guidelines, if any, or any additional rules adopted by the Harvest Ridge Reviewer together with any review fee which is imposed by the Harvest Ridge Reviewer in accordance with *Section 6.04(b)*. No plat, re-subdivision or consolidation will be made, nor any Improvement placed or allowed on any Lot or Condominium Unit, until the plans and specifications and the contractor which the Owner intends to use to construct the proposed Improvement have been approved in writing by the Harvest Ridge Reviewer. The Harvest Ridge Reviewer may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the Harvest Ridge Reviewer or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The Harvest Ridge Reviewer may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which Harvest Ridge Reviewer, in its sole discretion, may require. Site plans must be approved by the Harvest Ridge Reviewer prior to the clearing of any Lot or Condominium Unit, or the construction of any Improvements. The Harvest Ridge Reviewer may refuse to approve plans and specifications for proposed Improvements, or for the plat, re-subdivision or consolidation of any Lot or Condominium Unit on any grounds that, in the sole and absolute discretion of the Harvest Ridge Reviewer, are deemed sufficient, including, but not limited to, purely aesthetic grounds. Notwithstanding any provision to the contrary in this Covenant, the Harvest Ridge Reviewer may issue an approval to Homebuilders or a Residential Developer for the construction of Improvements based on the review and approval of plan types and adopt a procedure which differs from the procedures for review and approval otherwise set forth in this Covenant.

(b) Design Guidelines. The Harvest Ridge Reviewer will have the power, from time to time, to adopt, amend, modify, or supplement the Design Guidelines, if any, which may apply to all or any portion of the Development. In the event of any conflict between the terms and provisions of the Design Guidelines, if any, and the terms and provisions of this Covenant, the terms and provisions of this Covenant will control. In addition, the

Harvest Ridge Reviewer will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Covenant. Such charges will be held by the Harvest Ridge Reviewer and used to defray the administrative expenses and any other costs incurred by the Harvest Ridge Reviewer in performing its duties hereunder; provided, however, that any excess funds held by the Harvest Ridge Reviewer will be distributed to the Association at the end of each calendar year. The Harvest Ridge Reviewer will not be required to review any plans until a complete submittal package, as required by this Covenant and the Design Guidelines, if any, is assembled and submitted to the Harvest Ridge Reviewer. The Harvest Ridge Reviewer will have the authority to adopt such additional or alternate procedural and substantive rules and guidelines not in conflict with this Covenant (including, without limitation, the imposition of any requirements for a compliance deposit, certificates of compliance or completion relating to any Improvement, and the right to approve in advance any contractor selected for the construction of Improvements), as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

(c) Failure to Act. In the event that any plans and specifications are submitted to the Harvest Ridge Reviewer as provided herein, and the Harvest Ridge Reviewer fails to either approve or reject such plans and specifications for a period of sixty (60) days following such submission, the plans and specifications will be deemed disapproved.

(d) Variances. The Harvest Ridge Reviewer may grant variances from compliance with any of the provisions of the Documents, when, in the opinion of the Harvest Ridge Reviewer, in its sole and absolute discretion, such variance is justified. All variances must be evidenced in writing and, if Declarant has assigned its rights to the ACC, must be approved by the Declarant until expiration or termination of the Development Period, or otherwise by a Majority of the members of the ACC. Each variance must also be Recorded; provided, however, that failure to Record a variance will not affect the validity thereof or give rise to any claim or cause of action against the Harvest Ridge Reviewer, Declarant, the Board or the ACC. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in the Documents will 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 Documents for any purpose, except as to the particular property and in the 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 Documents.

(e) Duration of Approval. The approval of the Harvest Ridge Reviewer of any final plans and specifications, and any variances granted by the Harvest Ridge Reviewer will be valid for a period of one hundred and eighty (180) days only. If construction in accordance with such plans and specifications or variance is not commenced within such one hundred and eighty (180) day period and diligently prosecuted to completion

thereafter, the Owner will be required to resubmit such final plans and specifications or request for a variance to the Harvest Ridge Reviewer, and the Harvest Ridge Reviewer will have the authority to re-evaluate such plans and specifications in accordance with this *Section 6.04(e)* and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

(f) No Waiver of Future Approvals. The approval of the Harvest Ridge Reviewer to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Harvest Ridge Reviewer will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the Harvest Ridge Reviewer.

6.05 Non-Liability of Harvest Ridge Reviewer. NEITHER DECLARANT, THE BOARD, NOR THE HARVEST RIDGE REVIEWER WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE HARVEST RIDGE REVIEWER'S DUTIES UNDER THIS COVENANT.

ARTICLE 7
MORTGAGE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots or Condominium Units within the Development. The provisions of this Article apply to the Covenant and the Bylaws of the Association.

7.01 Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot or Condominium Unit to which its Mortgage relates, thereby becoming an "**Eligible Mortgage Holder**"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Lot or Condominium Unit on which there is an Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

(b) Any delinquency in the payment of Assessments or charges owed for a Lot or Condominium Unit subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Documents relating to such Lot or Condominium Unit or the Owner or Occupant which is not cured within sixty (60) days after notice by the Association to the Owner of such violation; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

7.02 Examination of Books. The Association will permit Mortgagees to examine the books and records of the Association during normal business hours.

7.03 Taxes, Assessments and Charges. All taxes, assessments and charges that may become liens prior to first lien Mortgages under Applicable Law will relate only to the individual Lots or Condominium Units and not to any other portion of the Development.

ARTICLE 8
EASEMENTS

8.01 Right of Ingress and Egress. Declarant, its agents, employees, successors and assigns will have a right of ingress and egress over and the right of access to the Common Area or Special Common Area to the extent necessary to use the Common Area or Special Common Area and the right to such other temporary uses of the Common Area or Special Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with construction and development of the Property or the Development. The Development will be subject to a perpetual non-exclusive easement for the installation and maintenance, including the right to read meters, service or repair lines and equipment, and to do any work necessary to properly maintain and furnish the Community Services and Systems and the facilities pertinent and necessary to the same, which easement will run in favor of Declarant. Declarant will have the right, but not the obligation, to install and provide the Community Services and Systems and to provide the services available through the Community Services and Systems to any and all Lots or Condominium Units within the Development. Neither the Association nor any Owner will have any interest therein. Any or all of such services may be provided either: (i) directly through the Association and paid for as part of the Assessments; or (ii) directly by Declarant, any affiliate of Declarant, or a third party, to the Owner who receives the services. The Community Services and Systems, including any fees or royalties paid or revenue generated therefrom, will be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant. Declarant will have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Services and Systems or all or any portion of the rights, duties or obligations with respect thereto, to the Association or to any Person. The rights of Declarant with respect to the Community Services and Systems installed by Declarant and the services provided through such Community Services and Systems are exclusive, and no other person may provide such services through the Community Services and Systems installed by Declarant without the prior written consent of Declarant. In recognition of the fact that interruptions in the Community Services and Systems services will occur from time to time, no person or entity described above will in any manner be liable, and no user of the Community Services and Systems will be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Services and Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services.

8.02 Reserved Easements. All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions and

related rights made by Declarant or any third-party prior to any portion of the Property becoming subject to this Covenant are incorporated herein by reference and made a part of this Covenant for all purposes as if fully set forth herein, and will be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant. Declarant reserves the right to relocate, make changes in, and additions to said easements, rights-of-way, dedications, limitations, reservations and grants for the purpose of developing the Property and the Development.

8.03 Roadway and Utility Easements. Declarant hereby reserves for itself and its assigns a perpetual non-exclusive easement over and across the Development for: (i) the installation, operation and maintenance of utilities and associated infrastructure to serve the Development, the Property, and any other property owned by Declarant; (ii) the installation, operation and maintenance of cable lines and associated infrastructure for sending and receiving data and/or other electronic signals, security and similar services to serve the Development, the Property, and any other property owned by Declarant; (iii) the installation, operation and maintenance of walkways, pathways and trails, drainage systems, street lights and signage to serve the Development, the Property, and any other property owned by Declarant; and (iv) the installation, location, relocation, construction, erection and maintenance of any streets, roadways, or other areas to serve the Development, the Property, and any other property owned by Declarant. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and Improvements described in (i) through (iv) of this *Section 8.03*. In addition, Declarant may designate all or any portion of the easements or facilities constructed therein as Common Area, Special Common Area, or a Service Area.

8.04 Entry and Fencing Easement. Declarant reserves for itself, its successors and assigns, and the Association, an easement over and across the Development for the installation, maintenance, repair or replacement of fencing and subdivision entry facilities (including monumentation, landscaping, irrigation, hardscaping, grading and related facilities) which serves the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a notice which identifies the fencing and/or subdivision entry facilities to which the easement reserved hereunder applies. Declarant may designate all or any portion of the fencing and/or subdivision entry facilities as Common Area, Special Common Area, or a Service Area.

8.05 Landscape, Monumentation and Signage Easement. Declarant hereby reserves for itself, its successors and assigns, and the Association, an easement over and across the Development for the installation, maintenance, repair or replacement of landscaping, monumentation and signage which serves the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a notice which identifies the landscaping, monumentation, and signage to which the easement reserved hereunder applies. Declarant may designate all or any portion of the landscaping, monumentation, and signage as Common Area, Special Common Area, or a Service Area.

8.06 Easement for Maintenance of Drainage Facilities. Declarant may grant easements for the benefit of a Governmental Entity or third party for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of certain drainage facilities that may be constructed to convey and receive stormwater runoff within the Development. From time to time, Declarant may impress upon certain portions of the Development, for the benefit of a Governmental Entity or third party, additional easements for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of other drainage facilities that convey and receive stormwater runoff as set forth in one or more declarations, agreements or other written instruments as the same will be Recorded.

8.07 Easement to Inspect and Right to Correct. For a period of ten (10) years after the expiration of the Development Period, Declarant reserves for itself and for Declarant's architect, engineer, other design professionals, builder and general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct and relocate any structure, Improvement or condition that may exist on any portion of the Property, including the Lots and Condominium Units, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. The party exercising such rights will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of mechanical or electrical facilities may be warranted by a change of circumstance, imprecise siting of the original facilities, or the desire or necessity to comply more fully with Applicable Law. This *Section 8.07* may not be construed to create a duty for Declarant, the Association, or any architect, engineer, other design professionals, builder or general contractor, and may not be amended without Declarant's advanced written consent. In support of this reservation, each Owner, by accepting an interest in or title to a Lot or Condominium Unit, hereby grants to Declarant an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Areas, Special Common Areas, and the Owner's Lot or Condominium Unit, and all Improvements thereon for the purposes contained in this *Section 8.07*.

8.08 Fiber Optic Easement. Centric Fiber, LLC, a Delaware limited liability company, or its successor (collectively, "**Centric**"), shall have the right to enter upon the Property for the purpose of installing and connecting fiber-optic lines, surface appurtenances, and all other necessary or desirable improvements and equipment related thereto (collectively, the "**System**") for the provision of high-speed internet service and voice-over-internet-protocol service (collectively, the "**Services**") to the single-family residence and other Improvements on each Lot and each Condominium Unit. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, hereby agrees to allow Centric to construct, install, own, operate, maintain, and/or repair the System on such Owner's Lot or Condominium Unit in connection with Centric's provision of the Services to the single-family residence and other Improvements on the Lot or Condominium Unit.

ARTICLE 9
DEVELOPMENT RIGHTS

9.01 Development. It is contemplated that the Development will be developed pursuant to a plan, which may, from time to time, be amended or modified by the Declarant in its sole and absolute discretion. Declarant reserves the right, but will not be obligated, to designate Development Areas, and to create and/or designate Lots, Condominium Units, Common Area, Special Common Area, and Service Areas, and to subdivide all or any portion of the Development and Property. As each area is conveyed, developed or dedicated, Declarant may Record one or more Development Area Declarations and designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area. Any Development Area Declaration may provide its own procedure for the amendment thereof.

9.02 Special Declarant Rights. Notwithstanding any provision of this Covenant to the contrary, at all times, Declarant will have the right and privilege: (i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots and Condominium Units in the Development; (ii) to maintain Improvements upon Lots, including the Common Area and Special Common Area, as sales, model, management, business and construction offices or visitor centers at no charge; and (iii) to maintain and locate construction trailers and construction tools and equipment within the Development. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance.

9.03 Addition of Land. Declarant may, at any time and from time to time, add additional lands to the Property and, upon the Recording of a notice of addition of land, such land will be considered part of the Property for purposes of this Covenant, and upon the further Recording of a Notice of Applicability meeting the requirements of *Section 9.05* below, such added lands will be considered part of the Development subject to this Covenant and the terms, covenants, conditions, restrictions and obligations set forth in this Covenant, and the rights, privileges, duties and liabilities of the persons subject to this Covenant will be the same with respect to such added land as with respect to the lands originally covered by this Covenant. Such added land need not be contiguous to the Property. To add lands to the Property, Declarant will be required only to Record, a notice of addition of land (which notice may be contained within any Development Area Declaration affecting such land) containing the following provisions:

(a) A reference to this Covenant, which reference will state the document number or volume and page wherein this Covenant is Recorded;

(b) A statement that such land will be considered Property for purposes of this Covenant, and that upon the further Recording of a Notice of Applicability meeting the requirements of *Section 9.05* of this Covenant, all of the terms, covenants, conditions, restrictions and obligations of this Covenant will apply to the added land; and

(c) A legal description of the added land.

9.04 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw from the Property, including the Development, and remove and exclude from the burden of this Covenant and the jurisdiction of the Association any portion of the Development. Upon any such withdrawal and removal, this Covenant and the covenants conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development withdrawn. To withdraw lands from the Property or the Development hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

(a) A reference to this Covenant, which reference will state the document number or volume and page number wherein this Covenant is Recorded;

(b) A statement that the provisions of this Covenant will no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land.

9.05 Notice of Applicability. Upon Recording, this Covenant serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Covenant and any applicable Development Area Declaration. This Covenant and any applicable Development Area Declaration will apply to and burden a portion or portions of the Property upon the Recording of a Notice of Applicability describing such applicable portion of the Property by a legally sufficient description and expressly providing that such Property will be considered a part of the Development and will be subject to the terms, covenants conditions, restrictions and obligations of this Covenant and any applicable Development Area Declaration. To be effective, a Notice of Applicability must be executed by Declarant, and the property included in the Notice of Applicability need not be owned by the Declarant if included within the Property. Declarant may also cause a Notice of Applicability to be Recorded covering a portion of the Property for the purpose of encumbering such Property with this Covenant and any Development Area Declaration previously Recorded by Declarant (which Notice of Applicability may amend, modify or supplement the restrictions, set forth in the Development Area Declaration, which will apply to such Property). To make the terms and provisions of this Covenant applicable to a portion of the Property, Declarant will be required only to cause a Notice of Applicability to be Recorded containing the following provisions:

(a) A reference to this Covenant, which reference will state the document number or volume and page number wherein this Covenant is Recorded;

(b) A reference, if applicable, to the Development Area Declaration which will apply to such portion of the Property (with any amendment, modification, or supplementation of the restrictions set forth in the Development Area Declaration which will apply to such portion of the Property), which reference will state the document number or volume and page wherein the Development Area Declaration is Recorded;

(c) A statement that all of the provisions of this Covenant will apply to such portion of the Property;

(d) A legal description of such portion of the Property; and

(e) If applicable, a description of any Special Common Area or Service Area which benefits the Property and the beneficiaries of such Special Common Area or Service Area.

NOTICE TO TITLE COMPANY

NO PORTION OF THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS OF THIS COVENANT AND THIS COVENANT DOES NOT APPLY TO ANY PORTION OF THE PROPERTY UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PROPERTY AND REFERENCING THIS COVENANT HAS BEEN RECORDED.

9.06 Assignment of Declarant's Rights. Notwithstanding any provision in this Covenant to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, reservations and duties under this Covenant to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, reservations and duties hereunder.

9.07 Notice of Plat Recordation. Declarant may, at any time and from time to time, Record a notice of plat recordation (a "**Notice of Plat Recordation**"). A Notice of Plat Recordation is Recorded for the purpose of more clearly identifying specific Lots subject to the terms and provisions of this Covenant after portions of the Development are made subject to a Plat. Unless otherwise provided in the Notice of Plat Recordation, portions of the Development included in the Plat identified in the Notice of Plat Recordation, but not shown as a Residential Lot on such Plat, will be automatically withdrawn from the terms and provisions of this Covenant (without the necessity of complying with the withdrawal provisions set forth in *Section 9.04*). Declarant will have no obligation to Record a Notice of Plat Recordation and failure to Record a Notice of Plat Recordation will in no event remove any portion of the Development from the terms and provisions of this Covenant.

ARTICLE 10
GENERAL PROVISIONS

10.01 Term. Upon the Recording of a Notice of Applicability pursuant to *Section 9.05*, the terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Covenant will run with and bind the portion of the Property described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term

beginning on the date this Covenant is Recorded, and continuing through and including January 1, 2072, after which time this Covenant will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. Notwithstanding any provision in this *Section 10.01* to the contrary, if any provision of this Covenant would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living, as of the date of the first Recording of this document, descendants of Elizabeth II, Queen of England.

10.02 Eminent Domain. In the event it becomes necessary for any Governmental Entity to acquire all or any part of the Common Area or Special Common Area for any public purpose during the period this Covenant is in effect, the Board is hereby authorized to negotiate with such Governmental Entity for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received will be held by the Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Common Area are paid to Owners, such payments will be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Unit. In the event any proceeds attributable to acquisition of Special Common Area are paid to Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area, such payment will be allocated on the basis of Assessment Units and paid jointly to such Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Unit.

10.03 Amendment. This Covenant may be amended or terminated by the Recording of an instrument executed and acknowledged by: (i) Declarant acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. No amendment will be effective without the written consent of Declarant during the Development Period.

10.04 Enforcement. Except as otherwise provided herein, any Owner of Lot, at such Owner's own expense, Declarant and the Association will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and other terms now or hereafter imposed by the provisions of the Documents. The Association and/or the Declarant may initiate, defend or intervene in any action brought to enforce any provision of the Documents. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance

and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Property is hereby declared to be a violation of this Covenant and subject to all of the enforcement procedures set forth herein. Failure to enforce any right, provision, covenant, or condition set forth in the Documents will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Failure of the Declarant or the Association to enforce the terms and provisions of the Documents shall in no event give rise to any claim or liability against the Declarant, the Association, or any of their partners, directors, officers, or agents. EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT, HEREBY RELEASES AND SHALL HOLD HARMLESS EACH OF THE DECLARANT, THE ASSOCIATION, AND THEIR PARTNERS, DIRECTORS, OFFICERS, OR AGENTS FROM AND AGAINST ANY DAMAGES, CLAIMS, OR LIABILITY ASSOCIATED WITH THE FAILURE OF THE DECLARANT OR THE ASSOCIATION TO ENFORCE THE TERMS AND PROVISIONS OF THE DOCUMENTS.

10.05 No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in this Covenant. Any Owner acquiring a Lot or Condominium Unit in reliance on one or more of such restrictive covenants, terms, or provisions will assume all risks of the validity and enforceability thereof and, by acquiring the Lot or Condominium Unit, agrees to hold Declarant harmless therefrom.

10.06 Higher Authority. The terms and provisions of this Covenant are subordinate to Applicable Law. Generally, the terms and provisions of this Covenant are enforceable to the extent they do not violate or conflict with Applicable Law.

10.07 Severability. If any provision of this Covenant is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Covenant, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other person or entity.

10.08 Conflicts. If there is any conflict between the provisions of this Covenant, the Certificate, the Bylaws, the Community Manual, the Design Guidelines, if any, or any Rules adopted pursuant to the terms of such documents, or any Development Area Declaration, the provisions of this Covenant will govern.

10.09 Gender. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

10.10 Acceptance by Owners. Each Owner of a Lot, Condominium Unit, or other real property interest in the Development, by the acceptance of a deed of conveyance, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Covenant or to whom

this Covenant is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each Owner agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Development, and will bind any person having at any time any interest or estate in the Development, and will inure to the benefit of each Owner in like manner as though the provisions of this Covenant were recited and stipulated at length in each and every deed of conveyance.

10.11 Damage and Destruction.

(a) Claims. Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area or Special Common Area covered by insurance, the Board, or its duly authorized agent, will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this *Section 10.10(a)*, means repairing or restoring the Common Area or Special Common Area to substantially the same condition as existed prior to the fire or other casualty.

(b) Repair Obligations. Any damage to or destruction of the Common Area or Special Common Area will be repaired unless the Board decides within sixty (60) days after the casualty not to repair. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period will be extended until such information will be made available.

(c) Restoration. In the event that the Board should determine that the damage or destruction of the Common Area or Special Common Area shall not be repaired and does not authorize alternative Improvements, then the Association shall restore the affected portion of the Common Area or Special Common Area to its natural state and maintain is as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

(d) Special Assessment for Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 5*, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(e) Special Assessment for Special Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Special Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 5*, against all Owners who have been

assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(f) Proceeds Payable to Owners. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Common Area, such payments will be allocated based on Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

(g) Proceeds Payable to Owners Responsible for Special Common Area. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to Special Common Area, such payments will be allocated based on Assessment Units and will be paid jointly to the Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

10.12 No Partition. Except as may be permitted in this Covenant or amendments thereto, no physical partition of the Common Area or Special Common Area or any part thereof will be permitted, nor will any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless all or the portion of the Development in question has been removed from the provisions of this Covenant pursuant to *Section 9.04* above. This *Section 10.12* will not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property that may or may not be subject to this Covenant.

10.13 View Impairment. Neither Declarant, the Harvest Ridge Reviewer, the ACC, nor the Association guarantee or represent that any view over and across the Lots, Condominium Units, or any open space within the Development will be preserved without impairment. Declarant, the Harvest Ridge Reviewer, the ACC, and the Association will have no obligation to relocate, prune, or thin trees or other landscaping. The Association (with respect to any Common Area or Special Common Area) will have the right to add trees and other landscaping from time to time, subject to Applicable Law. There will be no express or implied easements for view purposes or for the passage of light and air.

10.14 Safety and Security. Each Owner and Occupant of a Lot or Condominium Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Development. The Association may, but shall not be obligated to, maintain or support certain activities within the Development designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, none of the Association, the Declarant, or any of their directors, officers, employees or agents, will in any way be considered insurers or guarantors of safety or security

within the Development, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Development, cannot be compromised or circumvented; or that any such system or security measures undertaken shall in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and will be responsible for informing any Occupants of such Owner's Lot or Condominium Unit that the Association, its Board, employees, agents, and committees, and the Declarant are not insurers or guarantors of security or safety and that each person within the Development assumes all risks of personal injury and loss or damage to property, including any residences or Improvements constructed upon any Lot or Condominium Unit and the contents thereof, resulting from acts of third parties.

10.15 Facilities Open to the Public. Certain facilities and areas within the Development will be open for the use and enjoyment of the public. Such facilities and areas may include, by way of example, greenbelts, trails and paths, parks, roads, sidewalks and medians.

10.16 Water Quality Facilities. Portions of the Development may include one or more water quality facilities, sedimentation, drainage and detention facilities, ponds or related improvements which serve all or a portion of the Development, the Property, or additional land (collectively, the "**Facilities**"). Declarant hereby reserves for itself and its assigns a perpetual non-exclusive easement over and across the Development for the installation, maintenance, repair or replacement of the Facilities. The Facilities may be designated by Declarant in a Recorded notice to identify the particular Facilities to which the easement reserved hereunder applies, or otherwise dedicated to the public or applicable governmental authority (which may include retention of maintenance responsibility by the Association), conveyed and transferred to any applicable Governmental Entity or conveyed and transferred to the Association as Common Area, Special Common Area or a Service Area. If the Facilities are designated or conveyed or maintenance responsibility reserved or assigned to the Association as Common Area, Special Common Area or a Service Area, the Association will be required to maintain and operate the Facilities in accordance with Applicable Law, or the requirements of any applicable Governmental Entity.

10.17 Notices. Any notice permitted or required to be given to any person by this Covenant must be in writing and may be delivered either personally, or by overnight delivery or by mail, or as otherwise provided in this Covenant or required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. If delivery is made personally or by overnight delivery by using a nationally recognized overnight delivery service, it will be deemed to have been delivered at 5:00 pm, CST, on the date a copy of the notice has been delivered to the person at the address given by such person in writing to the Association for the purpose of service of

notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

10.18 Declarant Fine Authority. During the Development Period, Declarant may assess fines against an Owner for violations of the Documents which have been committed by an Owner, an Occupant, or any guests, agents, family members, or invitees of an Owner or Occupant. The Declarant uses fines to discourage violations of the Documents, and to encourage compliance when a violation occurs - not to punish violators or generate revenue for the Declarant. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to Declarant for enforcing the Documents. Declarant may from time to time adopt a schedule of fines. If the violation of the Documents is ongoing or continuous, the fine may be assessed on a periodic basis (such as daily, monthly, or quarterly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis. An Owner is liable for fines levied by Declarant for violations of the Documents by the Owner, an Occupant, or any guests, agents, family members, or invitees of the Owner or Occupant. Regardless of who commits the violation, Declarant will direct its communications to the Owner, although Declarant may send copies of its notices to the Occupants.

ARTICLE 11
DISPUTE RESOLUTION

11.01 Introduction and Definitions. Declarant, the Association and its officers, directors, and committee members, Owners and all other parties subject to this Covenant (collectively, the "**Parties**"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Development without the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this *Article 11* applies to all Claims as hereinafter defined. This *Article 11* may only be amended with the prior written approval of Declarant, the Association (acting through a Majority of the Board), and Owners holding 100% of votes in the Association. As used in this *Article 11* only, the following words, when capitalized, have the following specified meanings:

(a) **"Claim" means**: (i) Claims relating to the rights and/or duties of Declarant, the Association, the Harvest Ridge Reviewer, or the ACC under the Documents; or (ii) Claims relating to the acts or omissions of Declarant, the Association or a Board member or officer of the Association during Declarant's control and administration of the Association, and any claim asserted against the ACC or the Harvest Ridge Reviewer; or (iii) Claims relating to the design or construction of Improvements on the Common Area, Special Common Area, Lots or Condominium Units.

(b) "**Claimant**" means any Party having a Claim against any other Party.

(c) "**Respondent**" means any Party against which a Claim has been asserted by a Claimant.

11.02 Mandatory Procedures. Claimant may not initiate any proceeding before any administrative tribunal seeking redress of resolution of its Claim until Claimant has complied with the procedures of this *Article 11*. As provided in *Section 11.09* below, a Claim will be resolved by binding arbitration.

11.03 Claims Affecting Common Areas or Special Common Areas. In accordance with *Section 3.13* above, the Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 11.01* above, relating to the design or construction of Improvements on a Lot or Condominium Unit (whether one or more). In the event the Association or an Owner asserts a Claim related to the Common Areas or Special Common Areas, as a precondition to providing the Notice defined in *Section 11.05*, initiating the mandatory dispute resolution procedures set forth in this *Article 11*, or taking any other action to prosecute a Claim, the Association or an Owner, as applicable, must:

(a) Independent Report on the Condition of the Common Areas or Special Common Areas. Obtain an independent third party report (the "**Common Area Report**") from a licensed professional engineer which: (i) identifies the Common Areas or Special Common Areas subject to the Claim including the present physical condition of the Common Areas or Special Common Areas; (ii) describes any modification, maintenance, or repairs to the Common Areas or Special Common Areas performed by the Owner(s) and/or the Association; (iii) provides specific and detailed recommendations regarding remediation and/or repair of the Common Areas or Special Common Areas subject to the Claim. For the purposes of this *Section 11.03(a)*, an independent third-party report is a report obtained directly by the Association or an Owner and paid for by the Association or an Owner, as applicable, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Association or an Owner in the Claim. As a precondition to providing the Notice described in *Section 11.05*, the Association or Owner must provide at least ten (10) days prior written notice of the inspection, calculated from the date or receipt of such notice, to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Common Area Report, the specific Common Areas or Special Common Areas to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Common Area Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in *Section 11.05*, the Association or Owner, as applicable, shall have permitted each party subject to a Claim the right, for a period of ninety (90) days, to inspect and correct, any condition identified in the Common Area Report.

(b) Claims by Association – Owner Meeting and Approval. If the Claim is brought by the Association, the Association must first obtain approval from Members holding sixty-seven percent (67%) of the votes in the Association to: (i) provide the Notice described in *Section 11.05*; (ii) initiate the mandatory dispute resolution procedures set

forth in this *Article 11*; or (iii) take any other action to prosecute a Claim. Approval from Members must be obtained at a special meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (xi) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (xii) a copy of the Common Area Report; (xiii) a copy of any proposed engagement letter, with the terms of such engagement between the Association and an attorney to be engaged by the Association to assert or provide assistance with the claim (the "**Engagement Letter**"); (xiv) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which it may be liable if it is not the prevailing party or that the Association will be required, pursuant to the Engagement Letter or otherwise, to pay if the Association elects to not proceed with the Claim; (xv) a summary of the steps previously taken, and proposed to be taken, to resolve the Claim; (xvi) an estimate of the impact on the value of each Lot and Condominium Unit if the Claim is prosecuted and an estimate of the impact on the value of each Lot and Condominium Unit after resolution of the Claim; (xvii) an estimate of the impact on the marketability of each Lot and Condominium Unit if the Claim is prosecuted and during prosecution of the Claim, and an estimate of the impact on the value of each Lot and Condominium Unit during and after resolution of the Claim; (xviii) the manner in which the Association proposes to fund the cost of prosecuting the Claim; and (xix) the impact on the finances of the Association, including the impact on present and projected reserves, in the event the Association is not the prevailing party. The notice required by this paragraph must be prepared and signed by a person other than, and not employed by or otherwise affiliated with, the attorney or law firm that represents or will represent the Association in the Claim. In the event Members approve providing the Notice described in *Section 11.05*, or taking any other action to prosecute a Claim, the Members holding a Majority of the votes in the Association, at a special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

11.04 Claim by Owners – Improvements on Lots or Condominium Unit. Notwithstanding anything contained herein to the contrary, in the event a warranty is provided to an Owner by Declarant or a Homebuilder relating to the design or construction of any Improvements located on a Lot or Condominium Unit, then this *Article 11* will only apply to the extent that this *Article 11* is more restrictive than such Owner's warranty, as determined in Declarant's sole discretion. If a warranty has not been provided to an Owner relating to the design or construction of any Improvements located on a Lot or Condominium Unit, then this *Article 11* will apply. If an Owner brings a Claim, as defined in *Section 11.01*, relating to the design or construction of any Improvements located on a Lot or Condominium Unit (whether one or more), as a precondition to providing the Notice defined in *Section 11.05*, initiating the mandatory dispute resolution procedures set forth in this *Article 11*, or taking any other action to prosecute a Claim, the Owner must obtain an independent third-party report (the "**Owner Improvement Report**") from a licensed professional engineer which: (i) identifies the Improvements subject to the Claim including the present physical condition of the Improvements; (ii) describes any

modification, maintenance, or repairs to the Improvements performed by the Owner(s) and/or the Association; and (iii) provides specific and detailed recommendations regarding remediation and/or repair of the Improvements subject to the Claim. For the purposes of this Section, an independent third-party report is a report obtained directly by the Owner and paid for by the Owner, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Owner in the Claim. As a precondition to providing the Notice described in *Section 11.05*, the Owner must provide at least ten (10) days prior written notice of the inspection, calculated from the date of receipt of such notice, to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Owner Improvement Report, the specific Improvements to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Owner Improvement Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in *Section 11.05*, the Owner shall have permitted each party subject to a Claim the right, for a period of ninety (90) days, to inspect and correct, any condition identified in the Owner Improvement Report.

11.05 Notice. Claimant must notify Respondent in writing of the Claim (the "**Notice**"), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (ii) the basis of the Claim (*i.e.*, the provision of the Restrictions or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this *Section 11.05*. For Claims governed by Chapter 27 of the Texas Property Code, the time period for negotiation in *Section 11.06* below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with *Section 11.06* to comply with the terms and provisions of Section 27.004 of the Texas Property Code during such sixty (60) day period. *Section 11.06* does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 of the Texas Property Code could affect a Claim if the Claim is subject to Chapter 27 of the Texas Property Code. The one hundred and twenty (120) day period for mediation set forth in *Section 11.07* below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to *Section 11.07* is required without regard to the monetary amount of the Claim.

If the Claimant is the Association, the Notice will also include: (a) a true and correct copy of the Common Area Report; (b) a copy of the Engagement Letter; (c) copies of all reports, studies, analyses, and recommendations obtained by the Association related to the Common Area or Special Common Area which forms the basis of the Claim; (d) a true and correct copy of the special meeting notice provided to Members in accordance with Section 11.*03(b)* above; and (e) and reasonable and credible evidence confirming that Members holding sixty-seven percent (67%) of the votes in the Association approved providing the Notice. If the Claimant is not the Association and the Claim pertains to the Improvements on a Lot or Condominium Unit, the Notice will also include a true and correct copy of the Owner Improvement Report.

11.06 **Negotiation**. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the Property to take and complete corrective action.

11.07 **Mediation**. If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Respondent may submit the Claim to mediation in accordance with this *Section 11.07*.

11.08 **Termination of Mediation**. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate arbitration proceedings on the Claim, as appropriate and permitted by this *Article*.

11.09 **Binding Arbitration-Claims**. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (*e.g.*, a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this *Section 11.09*.

(a) Governing Rules. If a Claim has not been resolved after mediation as required by *Section 11.07*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 11.09* and the rules and procedures of the American Arbitration Association ("**AAA**") or, if the AAA is unable or unwilling to act as the arbitrator, then the arbitration shall be conducted by another neutral reputable arbitration service selected by Respondent in Travis County, Texas. Regardless of what entity or person is acting as the arbitrator, the arbitration shall be conducted in accordance with the AAA's "Construction Industry Dispute Resolution Procedures" and, if they apply to the disagreement, the rules contained in the Supplementary Procedures for Consumer-Related Disputes. If such Rules have changed or been renamed by the time a disagreement arises, then the successor rules will apply. Also, despite the choice of rules governing the arbitration of any Claim, if the AAA has, by the time of Claim, identified different rules that would specifically apply to the Claim, then those rules will apply

instead of the rules identified above. In the event of any inconsistency between any such applicable rules and this *Section 11.09*, this *Section 11.09* will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal except as provided in *Section 11.09(d)*, but may be reduced to judgment or enforced in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows: (i) one arbitrator shall be selected by Respondent, in its sole and absolute discretion; (ii) one arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and (iii) one arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

(b) Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this *Section 11.09* will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

(c) Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this *Section 11.09*.

(d) Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with the applicable substantive law. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of this *Section 11.09* and subject to *Section 11.10* below (attorney's fees and costs may not be awarded by the arbitrator); provided, however, that for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code. In all arbitration proceedings the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on: (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Texas law; (ii) conclusions of law that are erroneous; (iii) an error of federal or state law; or (iv) a cause of action or remedy not expressly provided under existing state or federal law. In no event may an arbitrator award speculative, consequential or punitive damages for any Claim.

(e) Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in Williamson County, Texas. The arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and Applicable Law. Each party agrees to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

11.10 Allocation of Costs. Notwithstanding any provision in this Covenant on the contrary, each Party bears all of its own costs incurred prior to and during the proceedings described in *Sections 11.03, 11.04, 11.05, 11.06* and *11.07* above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

11.11 General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

11.12 Period of Limitation.

(a) For Actions by an Owner. The exclusive period of limitation for any of the Parties to bring any Claim, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Owner discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design, four (4) years and one (1) day from the date that the Owner discovered or reasonably should have discovered evidence of the Claim; or (iii) for all Claims, the applicable statute of limitations under Texas law. In no event shall this *Section 11.12(a)* be intended to extend any period of limitations under Texas law.

(b) For Actions by the Association. The exclusive period of limitation for the Association to bring any Claim, including, but not limited to, a Claim of construction defect or defective design of the Common Areas or Special Common Areas, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Association or its agents discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design of the Common Areas or Special Common Areas, four (4) years and one (1) day from the date that the Association discovered or reasonably should have discovered evidence of the Claim; or (iii) for all Claims, the applicable statute of limitations under Texas law. In no event shall this *Section 11.12(b)* be intended to extend any period of limitations under Texas law.

11.13 Funding Arbitration and Litigation. The Association must levy a Special Assessment to fund the estimated costs of arbitration, including estimated attorney's fees, conducted pursuant to this *Article 11* or any judicial action initiated by the Association. The Association may not use its annual operating income or reserve funds or savings to fund arbitration or litigation, unless the Association's annual budget or a savings account was established and funded from its inception as an arbitration and litigation reserve fund.

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

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas as
BROHN HOMES

By:_____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 20 day of July, 2022 by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

_____
Notary Public Signature

NOTARY PUBLIC STATE OF TEXAS
Lisa Marie Rivenbark
My Commission Expires
11/14/2023
ID No 12357594

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

KRISTA BARTSCH, County Clerk
Bastrop Texas
October 21, 2022 11:55:43 AM 202222289
FEE: $262.00
MISCELLANEOUS

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

HARVEST
Ridge
ELGIN • TEXAS

MASTER COVENANT

Bastrop County and Travis County, Texas

Declarant: **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES**

NOTE: NO PORTION OF THE PROPERTY DESCRIBED ON EXHIBIT "A" IS SUBJECT TO THE TERMS OF THIS COVENANT UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PORTION OF THE PROPERTY IS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND/OR THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AS APPLICABLE, IN ACCORDANCE WITH *SECTION 9.05* BELOW.

HARVEST RIDGE
MASTER COVENANT

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HARVEST RIDGE
MASTER COVENANT

This Harvest Ridge Master Covenant (this "**Covenant**") is made by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Declarant**"), and is as follows:

R E C I T A L S:

A. Declarant is the present owner of that certain ±283 acres of land located in Bastrop County and Travis County, Texas, as more particularly described in: (i) that certain Special Warranty Deed recorded as Document No. 2018175490 of the Official Public Records of Travis County, Texas, and as Document No. 201807699 of the Official Public Records of Bastrop County, Texas; and (ii) that certain Special Warranty Deed recorded as Document No. 2019032785 of the Official Public Records of Travis County, Texas, and as Document No. 201903261 of the Official Public Records of Bastrop County, Texas (together, the "**Property**").

B. Declarant desires to create a uniform plan for the development, improvement, and sale of the Property, which development and improvement of the Property may be accomplished by successors and assigns of Declarant as future owners or developers of the Property, and Declarant is not in any manner agreeing to or obligating itself to undertake development activities with respect to the Property.

C. Portions of the Property may be made subject to this Covenant upon the Recording of one or more Notices of Applicability pursuant to *Section 9.05* below, and once such Notices of Applicability have been Recorded, the portions of the Property described therein will constitute the Development (as defined below) and will be governed by and fully subject to this Covenant, and the Development in turn will be comprised of separate Development Areas (as defined below) which will be governed by and subject to separate Development Area Declarations (as defined below) in addition to this Covenant.

No portion of the Property is subject to the terms and provisions of this Covenant until a Notice of Applicability is Recorded. A Notice of Applicability may only be Recorded by the Declarant.

Property versus Development versus Development Area	
"Property"	**Described on Exhibit "A". This is the land that may be made subject to this Covenant, from time to time, by the Recording of one or more Notices of Applicability. Declarant has no obligation to add all or any portion of the Property to this Covenant.**
"Development"	**This is the portion of the land described on Exhibit "A" that has been made subject to this Covenant**

	through the Recording of a Notice of Applicability.
"Development Area"	**This is a portion of the Development. Each Development Area may be made subject to a Development Area Declaration.**

D. This Covenant serves notice that upon the further Recording of one or more Notices of Applicability, portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Covenant.

NOW, THEREFORE, it is hereby declared that: (i) those portions of the Property as and when made subject to this Covenant by the Recording of a Notice of Applicability will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; and (ii) each contract or deed conveying those portions of the Property which are made subject to this Covenant will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

This Covenant uses notes (text set apart in boxes) to illustrate concepts and assist the reader. If there is a conflict between any note and the text of the Covenant, the text will control.

ARTICLE 1
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified:

"**ACC**" means the architectural control committee, as defined in *Section 6.02*. As more particularly described in *Article 6*, during the Development Period, the Declarant acts as the Harvest Ridge Reviewer and exercises all rights to approve Improvements within the Development. The ACC will not be formed and has no rights to review and approve Improvements until such rights have been assigned to the Association by a Recorded instrument executed by the Declarant, or the Development Period has expired or is terminated by a written Recorded instrument executed by Declarant.

"**Altessa MUD**" means that certain municipal utility district that has been created over the Property with the City's consent but subject to the terms and conditions of that certain Development and Consent Agreement, by and among the City (defined below, Declarant and Altessa MUD dated August 8, 2019, and recorded as Document No. 2021024620 of the Official Public Records of Travis County, Texas, and as Document No. 202102163 of the Official Public Records of Bastrop County, Texas, and as amended from time to time.

"**Applicable Law**" means all statutes, public laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdiction and control over the Development, which are in effect at the time a provision of the Documents is applied, and that certain Development and Consent Agreement, by and among the City (defined below, Declarant and Altessa MUD dated August 8, 2019, and recorded as Document No. 2021024620 of the Official Public Records of Travis County, Texas, and as Document No. 202102163 of the Official Public Records of Bastrop County, Texas, and as amended from time to time. Statutes, ordinances, and regulations, specifically referenced in the Documents are "Applicable Law" on the effective date of the Document, and are not intended to apply to the Development if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

"**Assessment**" or "**Assessments**" means all assessments imposed by the Association under *Article 5* of this Covenant.

"**Assessment Unit**" has the meaning set forth in *Section 5.09 (b)*.

"**Association**" means **HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.**, a Texas non-profit corporation, which will be created by the Declarant to exercise the authority and assume the powers specified in *Article 3* and elsewhere in this Covenant. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Covenant, the Certificate, the Bylaws, and Applicable Law.

"**Board**" means the Board of Directors of the Association.

"**Bulk Rate Contract" or "Bulk Rate Contracts**" means one or more contracts which are entered into by the Association for the provision of utility services or other services of any kind or nature to the Lots and/or Condominium Units. The services provided under Bulk Rate Contracts may include, without limitation, security services, trash pick-up services, propane service, natural gas service, landscape maintenance services, cable television services, telecommunications services, internet access services, "broadband services", wastewater services, and any other services of any kind or nature which are considered by the Board to be beneficial. During the Development Period, Declarant must approve each Bulk Rate Contract.

"**Bylaws**" means the bylaws of the Association, which may be initially adopted and Recorded by Declarant or the Board of the Association and Recorded as part of the initial project documentation for the benefit of the Association. The Bylaws may be amended from time to time by Declarant until expiration or termination of the Development Period. During the Development Period, Declarant must approve any amendment to the Bylaws. After the Development Period, the Board may amend the Bylaws.

"**Certificate**" means the Certificate of Formation of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

"**City**" means the City of Elgin, Texas.

"**Commercial Lot**" means a Lot within the Development, other than Common Area or Special Common Area that is intended and designated for business or commercial use. Business or commercial use shall include, but not be limited to, all office, retail, wholesale, manufacturing, and service activities, and shall also be deemed to include multi-family, duplex and apartment housing of various densities. A Commercial Lot, for the purpose of this Covenant, may also include a Lot: (i) which will be further subdivided into Residential Lots and Common Areas; or (ii) on which a residential condominium will be impressed.

"**Common Area**" means any property and facilities that the Association owns or in which it otherwise holds rights or obligations, including any property or facilities: (i) held by the Declarant for the benefit of the Association or its Members, or (ii) designated by Declarant as Common Area in accordance with *Section 3.06*. Upon the Recording of such designation, the portion of the Property identified therein will be considered Common Area for the purpose of this Covenant. Common Area also includes any property that the Association holds under a lease, license, or any easement in favor of the Association. Some Common Area will be solely for the common use and enjoyment of the Owners, while other portions of the Common Area may be designated by Declarant or the Board for the use and enjoyment of the Owners and members of the public.

"**Community Manual**" means the community manual, which the Declarant may initially adopt and Record as part of the initial project documentation for the Development. The Community Manual may include the Bylaws, Rules and other policies governing the Association. The Community Manual may be amended or supplemented, from time to time, by Declarant during the Development Period. Upon expiration or termination of the Development Period, the Community Manual may be amended by the Board.

"**Condominium Unit**" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Development. A Condominium Unit may be designated by the Declarant in a Recorded instrument for residential, commercial or live/work purposes.

"**Covenant**" means this Harvest Ridge Master Covenant, as defined in the preamble.

"**Declarant**" means **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES**, its successors and assigns. Notwithstanding any provision in this Covenant to the contrary, Declarant may, by Recorded instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights, reservations and duties under this Covenant to any person. Declarant may also, by Recorded written instrument, permit any other person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant's privileges, exemptions, rights and duties under this Covenant.

Declarant enjoys certain rights and privileges to facilitate the development, construction, and marketing of the Property and the Development, and to direct the size, shape and composition of the Property and the Development. These rights are described in this Covenant. Declarant may also assign, in whole or in part, all or any of the Declarant's rights established under the terms and provisions of this Covenant to one or more third-parties.

"**Design Guidelines**" means the standards for design and construction of Improvements, landscaping and exterior items proposed to be placed on any Lot or Condominium Unit, which may be adopted pursuant to *Section 6.04(b)*, as the same may be amended from time to time. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Development. The Design Guidelines may be Recorded as a separate written instrument or may be incorporated into a Development Area Declaration by exhibit or otherwise. Notwithstanding anything in this Covenant to the contrary, Declarant will have no obligation to establish Design Guidelines for the Property, the Development, or any portion thereof.

"**Development**" refers to all or any portion of the Property made subject to this Covenant by the Recording of a Notice of Applicability.

"**Development Area**" means any part of the Development (less than the whole), which Development Area may be subject to a Development Area Declaration in addition to being subject to this Covenant.

"**Development Area Declaration**" means, with respect to any Development Area, the separate instruments containing covenants, restrictions, conditions, limitations and/or easements, to which the property within such Development Area is subjected.

"**Development Period**" means the period of time beginning on the date when this Covenant has been Recorded, and ending seventy-five (75) years thereafter, unless earlier terminated by a Recorded instrument executed by the Declarant. The Development Period is the period of time in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property and the Development, and the right to direct the size, shape and composition of the Property and the Development. The Development Period is for a term of years and does not require that Declarant own any portion of the Property or the Development.

"**Documents**" means, singularly or collectively, as the case may be, this Covenant, the Certificate, the Bylaws, the Community Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability as each may be amended from time to time, and any Rules, or policies or procedures the Association promulgates pursuant to this Covenant, and any Development Area Declaration, as adopted and amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is part of such Document. See *Table 1* for a summary of the Documents.

"**Governmental Entity**" means (a) a public improvement district created pursuant to Chapter 372, Subchapter B of the Texas Local Government Code; (b) a municipal utility district created pursuant to Article XVI, Section 59 of the Constitution of Texas and/or Chapters 49 and

54, Texas Water Code, including but not limited to the Altessa MUD; (c) any other similarly constituted quasi-governmental entity created for the purpose of providing benefits or services to the Development; or (d) any other regulatory authority with jurisdiction over the Development.

"**Harvest Ridge Reviewer**" means the party holding the rights to approve Improvements within the Development and will be Declarant or its designee until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the rights of the Harvest Ridge Reviewer will automatically be transferred to the ACC appointed by the Board, as set forth in *Section 6.02*.

"**Homebuilder**" refers to any Owner (other than Declarant) who is in the business of constructing single-family residences (whether attached or detached) for resale to third parties and acquires all or a portion of the Development to construct single-family residences for resale to third parties.

"**Improvement**" means any and all physical enhancements and alterations to the Development, including, but not limited to, grading, clearing, removal of trees, site work, utilities, landscaping, irrigation, trails, hardscape, exterior lighting, alteration of drainage flow, drainage facilities, detention/retention ponds, water features, fences, walls, signage, and every structure, fixture, and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, awnings, and exterior air conditioning equipment or fixtures.

"**Lot**" means any portion of the Development that Declarant designates as such in a Recorded instrument or as shown as a subdivided lot on a Plat other than Common Area, Special Common Area, or a Lot on which a condominium regime has been established.

"**Majority**" means more than half.

"**Manager**" has the meaning set forth in *Section 3.05(h)*.

"**Members**" means every person or entity that holds membership privileges in the Association.

"**Mortgage**" or "**Mortgages**" means any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot or Condominium Unit.

"**Mortgagee**" or "**Mortgagees**" means the holder(s) of any Mortgage(s).

"**Notice of Applicability**" means the Recorded notice that Declarant executes for the purpose of adding all or any portion of the Property to the terms and provisions of this Covenant.

In accordance with *Section 9.05*, a Notice of Applicability may also subject a portion of the Property to a previously Recorded Development Area Declaration.

"**Occupant**" means a resident, occupant or tenant of a Lot or Condominium Unit other than an Owner.

"**Owner**" means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot or Condominium Unit, and in no event will mean an Owner. Mortgagees who acquire title to a Lot or Condominium Unit through a deed in lieu of foreclosure or through foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners. Every Owner is a Member of the Association.

"**Permittee**" means any Occupant and any officer, agent, employee, licensee, lessee, customer, vendor, supplier, guest, invitee or contractor of an Owner or Declarant (as applicable).

"**Plat**" means a Recorded subdivision plat of any portion of the Development, and any amendments thereto.

"**Property**" means all of that certain real property defined in the preamble, subject to any additions thereto or withdrawals therefrom as may be made pursuant to *Section 9.03* and *Section 9.04* of this Covenant.

"**Record, Recording, Recordation and Recorded**" means recorded in the Official Public Records of Travis County, Texas, and in the Official Public Records of Bastrop County, Texas.

"**Residential Developer**" refers to any Owner, other than Declarant, who acquires undeveloped land, one or more Lots, or any other portion of the Property for the purposes of development for and/or resale to a Homebuilder.

"**Residential Lot**" means a portion of the Development, designated by Declarant in a Recorded instrument or shown as a subdivided lot on a Plat, other than Common Area and Special Common Area, which is intended solely for single-family residential use.

"**Rules**" means any instrument, however denominated, which Declarant may adopt as part of the Community Manual, or the Board may subsequently adopt for the regulation and management of the Development, including any amendments thereto. Until expiration or termination of the Development Period, Declarant must approve any amendment to the Rules.

"**Service Area**" means a group of Lots and/or Condominium Units designated as a separate Service Area pursuant to this Covenant for purpose of receiving benefits or services from the Association which are not provided to all Lots and Condominium Units. A Service Area may be comprised of more than one type of use or structure and may include noncontiguous Lots. A Lot or Condominium Unit may be assigned to more than one Service Area. Service Area boundaries may be established and modified as provided in *Section 2.04*.

"**Service Area Assessments**" means assessments levied against the Lots and/or Condominium Units in a particular Service Area to fund Service Area Expenses, as described in *Section 5.06*.

"**Service Area Expenses**" means the estimated and actual expenses which the Association incurs or expects to incur for the benefit of Owners within a particular Service Area, which may include a reasonable reserve for capital repairs and replacements.

"**Special Common Area**" means any interest in real property or improvements which Declarant designates in a Recorded Notice of Applicability pursuant to *Section 9.05*, in a Development Area Declaration or in any written instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant) as Special Common Area which is assigned for the purpose of exclusive use and/or the obligation to pay Special Common Area Assessments attributable thereto, to one or more, but less than all of the Lots, Condominium Units, Owners or Development Areas, and is or will be conveyed to the Association or as to which the Association will be granted rights or obligations, or otherwise held by the Declarant for the benefit of the Association. The Notice of Applicability, Development Area Declaration, or other Recorded instrument will identify the Lots, Condominium Units, Owners or Development Areas assigned to such Special Common Area and further indicate whether the Special Common Area is assigned to such parties for the purpose of exclusive use and the payment of Special Common Area Assessments, or only for the purpose of paying Special Common Area Assessments attributable thereto. By way of illustration and not limitation, Special Common Area might include such things as private drives and roads, entrance facilities and features, monumentation or signage, walkways or landscaping.

"**Special Common Area Expenses**" means the estimated and actual expenses which the Association incurs or expects to incur to operate, maintain, repair and replace Special Common Area, which may include a reasonable reserve for capital repairs and replacements.

"**Special Common Area Assessments**" means assessments levied against the Lots and/or Condominium Units as described in *Section 5.05*.

"**Harvest Ridge Reviewer**" means Declarant or its designee until expiration of termination of the Development Period. Upon expiration or termination of the Development Period, the rights of the Harvest Ridge Reviewer will automatically be transferred to the architectural control committee appointed by the Board, as set forth in *Section 6.02* below.

TABLE 1: DOCUMENTS	
Covenant (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of Property made subject to the Covenant by the Recording of a Notice of Applicability.

Notice of Applicability (Recorded)	Describes the portion of the Property being made subject to the terms and provisions of the Covenant and any applicable Development Area Declaration.
Development Area Declaration (Recorded)	Includes additional covenants, conditions and restrictions governing portions of the Development.
Certificate of Formation (Filed with Secretary of State and Recorded)	Establishes the Association as a not-for-profit corporation under Texas law.
Community Manual (Recorded)	Establishes rules and policies governing the Association.
Design Guidelines (Recorded)	Governs the design and architectural standards for the construction of Improvements and modifications thereto. Neither the Declarant nor the Harvest Ridge Reviewer shall have any obligation to adopt Design Guidelines.

ARTICLE 2
GENERAL RESTRICTIONS

2.01 General.

(a) **Conditions and Restrictions**. All Lots and Condominium Units within the Development to which a Notice of Applicability has been Recorded in accordance with *Section 9.05*, will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Documents and Applicable Law. **NO PORTION OF THE PROPERTY WILL BE SUBJECT TO THE TERMS AND PROVISIONS OF THIS COVENANT UNTIL A NOTICE OF APPLICABILITY HAS BEEN RECORDED.**

(b) **Compliance with the Documents and Applicable Law**. Compliance with the Documents is mandatory. However, compliance with the Documents is not a substitute for compliance with Applicable Law. Please be advised that the Documents do not purport to list or describe each requirement, rule or restriction which may be applicable to a Lot or a Condominium Unit located within the Development. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot or Condominium Unit. Furthermore, Owners should not construe an approval by the Harvest Ridge Reviewer as confirmation that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot or Condominium Unit.

(c) **Harvest Ridge Reviewer Approval of Project Names**. Each Owner is advised that the name used to identify a Development Area or any portion thereof for marketing or identification purposes must be approved in advance and in writing by the Harvest Ridge Reviewer.

(d) **Development Amenities**. A Development Area may include Common Area, open space, water quality facilities, parkland, trails, landscape areas, roadways,

driveways or easements which benefit the Development in addition to the Development Area, as reasonably determined by the Declarant during the Development Period, and the Board after termination or expiration of the Development Period (the "**Development Amenities**"). Declarant, during the Development Period, and the Board after termination or expiration of the Development Period, may require all or a portion of such Development Amenities be conveyed, transferred, or dedicated (by deed easement, or license) to: (i) the Association; or (ii) another entity designated by the Declarant or the Board, as applicable. Alternatively, the Declarant, during the Development Period, and the Board after termination or expiration of the Development Period, may require that all or a portion of such Development Amenities be owned and maintained by the Owner of all or a portion of a particular Development Area, subject to an easement in favor of other Owner(s) and Occupants, as designated by the Declarant or the Board, as applicable (e.g., ingress and egress over and across the driveways constructed within the Development Area).

The Development Amenities may not be conveyed or otherwise transferred unless the conveyance and transfer is approved in advance and in writing by the Declarant during the Development Period, and the Board after expiration or termination of the Development Period.

2.02 Incorporation of Development Area Declarations. Upon Recordation of a Development Area Declaration such Development Area Declaration will, automatically and without the necessity of further act, be incorporated into, and be deemed to constitute a part of this Covenant, to the extent not in conflict with this Covenant, but will apply only to portions of the Property made subject to the Development Area Declaration upon the Recordation of one or more Notices of Applicability. To the extent of any conflict between the terms and provisions of a Development Area Declaration and this Covenant, the terms and provisions of this Covenant will apply.

2.03 Conceptual Plans. All master plans, site plans, brochures, illustrations, information and marketing materials related to the Property or the Development (collectively, the "**Conceptual Plans**") are conceptual in nature and are intended to be used for illustrative purposes only. **The land uses and Improvements reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the Property or the Development may include uses which are not shown on the Conceptual Plans.** Neither Declarant nor any Residential Developer, Homebuilder or other developer of any portion of the Property or the Development makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Property or the Development and it is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans **or any statement made by Declarant or any of Declarant's representatives regarding proposed land uses, or proposed or planned Improvements**, in making the decision to purchase any land or Improvements within the Property or the Development. Each Owner who acquires a Lot or Condominium Unit within the Development acknowledges that the Development is a master

planned community, the development of which will extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Property or changes in the Conceptual Plans as they may be amended or modified from time to time.

2.04 Provision of Benefits and Services to Service Areas.

(a) Declarant, in a Notice of Applicability Recorded pursuant to *Section 9.05* or in any Recorded written notice, may assign Lots and/or Condominium Units to one or more Service Areas (by name or other identifying designation) as it deems appropriate, which Service Areas may be then existing or newly created, and may require that the Association provide benefits or services to such Lots and/or Condominium Units in addition to those which the Association generally provides to the Development. During the Development Period, Declarant may unilaterally amend any Notice of Applicability or any Recorded notice, to re-designate Service Area boundaries. All costs associated with the provision of services or benefits to a Service Area will be assessed against the Lots and/or Condominium Units within the Service Area as a Service Area Assessment.

(b) In addition to Service Areas which Declarant may designate, during the Development Period, any group of Owners may petition the Board to designate their Lots and/or Condominium Units as a Service Area for the purpose of receiving from the Association: (i) special benefits or services which are not provided to all Lots and/or Condominium Units; or (ii) a higher level of service than the Association otherwise provides. Upon receipt of a petition signed by Owners of a Majority of the Lots and/or Condominium Units within the proposed Service Area, the Board will investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and associated expenses, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge will apply at a uniform rate per Lot and/or Condominium Units among all Service Areas receiving the same service). If approved by the Board, Declarant during the Development Period, and the Owners of at least sixty-seven percent (67%) of the total number of votes held by all Lots and/or Condominium Units within the proposed Service Area, the Association will provide the requested benefits or services on the terms set forth in the proposal or in a manner otherwise determined by the Board. The cost and administrative charges associated with such benefits or services will be assessed against the Lots and/or Condominium Units within such Service Area as a Service Area Assessment. After expiration or termination of the Development Period, the Board may discontinue or modify benefits or services provided to a Service Area.

2.05 Designation of Special Common Areas. Until the expiration or termination of the Development Period, Declarant may designate, in a Notice of Applicability, a Development Area Declaration or in any instrument Recorded by Declarant (which designation will be made in the sole and absolute discretion of Declarant), any interest in real property or improvements which

benefits certain Lot(s), Condominium Unit(s) or one or more portion(s) of but less than all of the Development as Special Common Area, for the exclusive use of and/or the obligation to pay Special Common Area Assessments by the Owners of such Lot(s), Condominium Unit(s) or portion(s) of the Development attributable thereto, and is or will be conveyed to the Association or as to which the Association will be granted rights or obligations, or otherwise held by the Declarant for the benefit of the Association. The Notice of Applicability, Development Area Declaration, or other Recorded notice designating such Special Common Area will identify the Lot(s), Condominium Unit(s) or portion(s) of the Development assigned to such Special Common Area and further indicate whether the Special Common Area designated therein is for the purpose of the exclusive use and the payment of Special Common Area Assessments by the Owner(s) thereof, or only for the purpose of paying Special Common Area Assessments attributable thereto, but not also for exclusive use. By way of illustration and not limitation, Special Common Area might include such things as private drives and roads, entrance facilities and features, monumentation or signage, walkways or landscaping, which may or may not be exclusively used by the Owners paying the attributable Special Common Area Assessments therefor. All costs associated with maintenance, repair, replacement, and insurance of such Special Common Area will be assessed as a Special Common Area Assessment against the Owners of the Lots and/or Condominium Units to which the Special Common Area is assigned. During the Development Period, Declarant may Record an instrument converting any previously designated Special Common Area, or any portion thereof, to Common Area.

ARTICLE 3
HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.

3.01 Organization. The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas non-profit corporation. Neither the Certificate nor the Bylaws will, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Covenant. Unless otherwise expressly provided in the Documents, the Association acts through a Majority of the Board. Certain acts and activities of the Association and the Board must be approved by Declarant during the Development Period. If Declarant approval is required, Declarant's approval must be evidenced in writing.

3.02 Membership.

(a) Mandatory Membership. Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot or Condominium Unit that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot or Condominium Unit, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot or Condominium Unit. Within thirty (30) days after acquiring legal title to a Lot or Condominium Unit, if requested by the Board, an Owner must provide the Association with: (1) a copy of the recorded deed by which the Owner has acquired title to the Lot or Condominium Unit; (2) the Owner's address, email address, phone number, and driver's license number, if any; (3) any

Mortgagee's name and address; and (4) the name, phone number, and email address of any Occupant other than the Owner.

(b) Easement of Enjoyment – Common Area. Every Member will have a right and easement of enjoyment in and to all of the Common Area and an access easement, if applicable, by and through any Common Area, which easements will be appurtenant to and will pass with the title to such Member's Lot or Condominium Unit, subject to the following restrictions and reservations:

(i) The right of the Declarant or the Declarant's designee, during the Development Period, and the Board, with the Declarant's written consent during the Development Period, to cause such Improvements and features to be constructed upon the Common Area;

(ii) The right of the Association to suspend the Member's right to use the Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due and for any period during which such Member is in violation of any provision of this Covenant;

(iii) The right of the Declarant, during the Development Period, and the Board, with the Declarant's written consent during the Development Period, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any purpose;

(iv) The right of the Declarant, during the Development Period, and the Board, with the Declarant's written consent during the Development Period, to grant easements or licenses over and across the Common Area;

(v) With the advance written approval of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Common Area and, in furtherance thereof, mortgage the Common Area;

(vi) The right of the Declarant, during the Development Period, and the Board, with the Declarant's written consent during the Development Period, to promulgate Rules regarding the use of the Common Area and any Improvements thereon; and

(vii) The right of the Association to contract for services and benefits with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by the Declarant.

(c) Easement of Enjoyment – Special Common Area. Each Owner of a Lot or Condominium Unit which has been assigned use of Special Common Area in a Notice of

Applicability, Development Area Declaration, or other Recorded instrument, will have a right and easement of enjoyment in and to all of such Special Common Area for its intended purposes, and an access easement, if applicable, by and through such Special Common Area, which easement will be appurtenant to and will pass with title to such Owner's Lot or Condominium Unit, subject to *Section 3.02(b)* above and subject to the following restrictions and reservations:

(i) The right of the Declarant or the Declarant's designee, during the Development Period, and the Board, with the Declarant's written consent during the Development Period, to cause such Improvements and features to be constructed upon the Special Common Area;

(ii) The right of Declarant, during the Development Period, to grant additional Lots or Condominium Units use rights in and to Special Common Area in a subsequently Recorded Notice of Applicability, Development Area Declaration, or other Recorded instrument;

(iii) The right of the Association to suspend the Member's rights to use the Special Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due and for any period during which such Member is in violation of any provision of this Covenant;

(iv) The right of Declarant during the Development Period, and the Board, with the Declarant's written consent during the Development Period, to grant easements or licenses over and across the Special Common Area;

(v) The right of Declarant, during the Development Period, and the Board, with the Declarant's written consent during the Development Period, to dedicate or transfer all or any part of the Special Common Area to a Governmental Entity;

(vi) With the advance written approval of the Declarant during the Development Period, the right of the Board to borrow money for the purpose of improving the Special Common Area and, in furtherance thereof, mortgage the Special Common Area;

(vii) The right of the Declarant, during the Development Period, and the Board, with the Declarant's written consent during the Development Period, to promulgate Rules regarding the use of the Special Common Area and any Improvements thereon; and

(viii) The right of the Association to contract for services with any third parties on such terms as the Board may determine, except that during the Development Period, all such contracts must be approved in advance and in writing by the Declarant.

3.03 **Governance**. As more specifically described in the Bylaws, the Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. **Notwithstanding the foregoing provision or any provision in this Covenant to the contrary, until the 10th anniversary of the date this Covenant is Recorded, Declarant will have the sole right to appoint and remove all members of the Board. No later than the 10th anniversary of the date this Covenant is Recorded, or sooner as determined by Declarant, the Board shall hold a meeting of Members of the Association for the purpose of electing one-third of the Board (the "Initial Member Election Meeting"), which Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period.**

3.04 **Voting Allocation**. The number of votes which may be cast to elect members to the Board (except as provided by *Section 3.03*) and on all other matters the Members may vote on will be calculated as set forth below.

(a) Residential Lot. Each Owner of Residential Lot will be allocated one (1) vote for each Residential Lot so owned. In the event of the re-subdivision of any Residential Lot into two or more Residential Lots: (i) the number of votes to which such Residential Lot is entitled will be increased as necessary to retain the ratio of one (1) vote for each Residential Lot resulting from such re-subdivision, *e.g.*, each Residential Lot resulting from the re-subdivision will be entitled to one (1) vote; and (ii) each Residential Lot resulting from the re-subdivision will be allocated one (1) Assessment Unit. In the event of the consolidation of two (2) or more Residential Lots for purposes of construction of a single residence thereon, voting rights and Assessments will continue to be determined according to the number of original Residential Lots contained in such consolidated Residential Lot. Nothing in this Covenant will be construed as authorization for any re-subdivision or consolidation of Residential Lots, such actions being subject to the conditions and restrictions of the Harvest Ridge Reviewer.

(b) Commercial Lot or Condominium Unit. Each Commercial Lot or Condominium Unit will be allocated that number of votes set forth in the Notice of Applicability attributable to such Commercial Lot or Condominium Unit. Declarant will determine the number of votes in its sole and absolute discretion, which determination, unless otherwise provided in this *Section 3.04(b)*, will be final, binding and conclusive. If the Notice of Applicability includes the number of Commercial Lots or Condominium Units to be established within the Development Area, and the number of Commercial Lots or Condominium Units actually created differ from the number of Commercial Lots or Condominium Units set forth in the Notice of Applicability, Declarant, during the Development Period or the Board after the expiration or termination of the Development Period, may modify and amend the Notice of Applicability to reflect the actual number of Commercial Lots or Condominium Units.

(c) Declarant. In addition to the votes to which Declarant is entitled by reason of *Section 3.04(a)* and *Section 3.04(b)*, for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period. Declarant may cast votes allocated to the Declarant pursuant to this Section and shall be considered a Member for the purpose of casting such votes, and need not own any portion of the Development as a pre-condition to exercising such votes.

(d) Co-Owners. If there is more than one Owner of a Lot or Condominium Unit, the vote for such Lot or Condominium Unit shall be exercised as the co-Owners holding a Majority of the ownership interest in the Lot or Condominium Unit determine among themselves and advise the Secretary of the Association in writing prior to the close of balloting. Any co-Owner may cast the vote for the Lot or Condominium Unit, and majority agreement shall be conclusively presumed unless another co-Owner of the Lot or Condominium Unit protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of a majority agreement, the Lot's or Condominium Unit's vote shall be suspended if two or more co-Owners seek to exercise it independently. In no event will the vote for such Lot or Condominium Unit exceed the total votes to which such Lot or Condominium Unit is otherwise entitled pursuant to this *Section 3.04*.

3.05 Powers. The Association will have the powers of a Texas nonprofit corporation. It will further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by Applicable Law or this Covenant. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

(a) Rules. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, Rules, policies, the Bylaws and the Community Manual, as applicable, which are not in conflict with this Covenant, as the Board deems proper, covering any and all aspects of the Development (including the operation, maintenance and preservation thereof) or the Association. During the Development Period, Declarant must approve Rules or policies the Board proposes as well as the Bylaws and the Community Manual and any modifications thereto.

(b) Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

(c) Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Documents available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours in accordance with Applicable Law.

(d) Assessments. To levy and collect Assessments and to determine Assessment Units, as provided in *Article 5* below.

(e) Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon or into any Condominium Unit for the purpose of enforcing the Documents or for the purpose of maintaining or repairing any area, Improvement or other facility or removing any item to conform to the Documents. The expense incurred by the Association in connection with the entry upon any Lot or into any Condominium Unit and the removal or maintenance and repair work conducted therefrom, thereon or therein will be a personal obligation of the Owner of the Lot or the Condominium Unit so entered, will be deemed an Individual Assessment against such Lot or Condominium Unit, will be secured by a lien upon such Lot or Condominium Unit, and will be enforced in the same manner and to the same extent as provided in *Article 5* hereof for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Documents. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Documents; provided, however, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not enter into, alter or demolish any Improvements on any Lot, or any Condominium Unit, other than Common Area or Special Common Area, in enforcing this Covenant before the Association obtains either: (i) a judicial order authorizing such action; or (ii) the written consent of the Owner(s) of the affected Lot(s) or Condominium Unit(s). **EACH OWNER AND OCCUPANT HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 3.05(e)* (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT TO THE EXTENT SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION RESULTED FROM THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area or Special Common Area. During the Development Period, Declarant must approve any grant or conveyance under this *Section 3.05(g)*. In addition, the Association (with the advance written approval of the Declarant during the Development Period) and Declarant are expressly authorized and permitted to convey easements over and across Common Area or Special Common Area for the benefit of property not otherwise subject to the terms and provisions of this Covenant.

(h) Manager. To retain and pay for the services of a person or firm (the "**Manager**"), which may include Declarant or any affiliate of Declarant, to manage and operate the Association, including Common Area, Special Common Area, and/or any Service Area. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers and functions to the Manager. In addition, the Board may adopt transfer fees, resale certificate fees, review fees, coordination and administrative fees, architectural review fees, and/or any other fees associated with the provision of management services and/or coordination to the Association or its Members. **THE MEMBERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.**

(i) Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, and all other utilities, services, repair and maintenance, including but not limited to private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, canals, streams, and lakes.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Documents or as determined by the Board.

(k) Construction on Common Area and Special Common Area. To construct new Improvements or additions to Common Area and Special Common Area, subject to the approval of Declarant during the Development Period.

(l) Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain the Development, any Common Area, Special Common Area, Improvement, or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board, the Association, or the Members. During the Development

Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant.

(m) Property Ownership. To acquire, own and dispose of all manner of real and personal property, whether by grant, lease, easement, gift or otherwise. During the Development Period, all acquisitions and dispositions of the Association hereunder must be approved in advance and in writing by the Declarant.

(n) Authority with Respect to the Documents. To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any of the Documents. Any decision by the Board to delay or defer the exercise of the power and authority granted by this *Section 3.05(n)* will not subsequently in any way limit, impair or affect ability of the Board to exercise such power and authority.

(o) Membership Privileges. To establish Rules governing and limiting the use of the Common Area, Special Common Area, and any Improvements thereon as well as the use, maintenance, and enjoyment of the Lots and Condominium Units. During the Development Period, the Declarant must approve all Rules governing and limiting the use of the Common Area, Special Common Area, Service Area, and any Improvements thereon.

3.06 Conveyance of Common Area and Special Common Area to the Association. The Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real property. Declarant and its assignees reserve the right, from time to time and at any time, to designate, convey, assign or transfer by Recorded instrument property being held by Declarant or a third party for the benefit of the Association, in the sole and absolute discretion of Declarant. Upon the Recording of a designation, the portion of the property identified therein will be considered Common Area or Special Common Area, as applicable, for the purpose of this Covenant and the Association will have an easement over and across the Common Area or Special Common Area necessary or required to discharge the Association's obligations under this Covenant, subject to any terms and limitations to such easement set forth in the designation. Declarant and its assignees may also assign, transfer or convey to the Association interests in real or personal property within or for the benefit of the Development, for the Development and the general public, or otherwise, as determined in the sole and absolute discretion of Declarant. All or any real or personal property assigned, transferred and/or conveyed by Declarant to the Association shall be deemed accepted by the Association upon Recordation, and without further action by the Association, and shall be considered Common Area or Special Common Area without regard to whether such real or personal property is designated by Declarant as Common Area or Special Common Area. If requested by Declarant, the Association will execute a written instrument, in a form requested by Declarant, evidencing acceptance of such real or personal property; provided, however, execution of a written consent by the Association shall in no event be a precondition to acceptance by the Association. The assignment, transfer, and/or conveyance of real or personal property to the Association may be by deed without warranty, may reserve easements in favor of Declarant or a third party designated by Declarant over and across such

property, and may include such other provisions, including restrictions on use, determined by Declarant, in Declarant's sole and absolute discretion. Property assigned, transferred, and/or conveyed to the Association may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Upon Declarant's written request, the Association will re-convey to Declarant any unimproved real property that Declarant originally conveyed to the Association for no payment. Declarant and/or its assignees may construct and maintain upon portions of the Common Area and/or the Special Common Area such facilities and may conduct such activities which, in Declarant's sole opinion, may be required, convenient, or incidental to the construction or sale of Improvements on the Development, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and its assignees shall have an easement over and across the Common Area and the Special Common Area for access and shall have the right to use such facilities and to conduct such activities at no charge.

3.07 Indemnification. To the fullest extent permitted by Applicable Law but without duplication (and subject to) any rights or benefits arising under the Certificate or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that such person is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (a) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; or (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

3.08 Insurance. The Board may purchase and maintain, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against such person or incurred by such person in their capacity as an director, officer, committee member, employee, servant or agent of the Association, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability or otherwise.

3.09 Bulk Rate Contracts. Without limitation on the generality of the Association powers set out in *Section 3.05*, the Association will have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers the Board chooses (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are the owners or participants, directly or

indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. Notwithstanding the foregoing, during the Development Period, Declarant must approve all Bulk Rate Contractsn.

The Association may, at its option and election add the charges payable by such Owner under such Bulk Rate Contract to the Assessments (Regular, Special, Service Area, Special Common Area, or Individual, as the case may be) against such Owner's Lot or Condominium Unit. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association will be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Covenant with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot or Condominium Unit which is reserved under the terms and provisions of this Covenant. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12-day period), in addition to all other rights and remedies available at law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner (or Occupant of such Owner's Lot or Condominium Unit) directly to the applicable service or utility provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner (or Occupant of such Owner's Lot or Condominium Unit) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service will be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

3.10 Community Services and Systems. Declarant, or a designee of Declarant, is specifically authorized, but not required, to install, provide, maintain or furnish, or to enter into contracts with other persons to install, provide, maintain or furnish, central telecommunication receiving and distribution systems (*e.g.*, cable television, high speed data/Internet/intranet services, and security monitoring) and utility services (*e.g.*, electricity, solar, gas, water), and related components, including associated infrastructure, equipment, hardware, and software to serve all or any portion of the Development ("**Community Services and Systems**"). The Community Services and Systems may be located on Common Area or Special Common Area, and on or in any Improvements constructed upon the Common Area or Special Common Area, and an easement is herein reserved in favor of Declarant or its designee for the purpose of installing, operating, managing, maintaining, upgrading and modifying the Community Services and Systems. In the event Declarant, or a designee of Declarant, elects to provide any of the Community Services and Systems to all or any portion of the Development, Declarant or designee of Declarant, may enter into an agreement with the Association with respect to such services. In the event Declarant, or any designee of Declarant, enters into a contract with a third party for the provision any Community Services and Systems to serve all or any portion of the Development,

Declarant or the designee of Declarant may assign any or all of the rights or obligations of Declarant or the designee of Declarant under the contract to the Association or any individual or entity. Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Services and Systems as Declarant or its designee determines appropriate. **Each Owner acknowledges that interruptions in Community Services and Systems will occur from time to time. Declarant and the Association, or any of their respective affiliates, directors, officers, employees and agents, or any of their successors or assigns will not be liable for, and no Community Services and Systems user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Services and Systems and services, regardless of whether or not such interruption is caused by reasons within the service provider's control.**

3.11 Protection of Declarant's Interests. Despite any assumption of control of the Board by Owners other than Declarant, until the expiration or termination of the Development Period, the Board is prohibited from taking any action which would discriminate against Declarant, or which would be detrimental to the sale of Lots, Condominium Units, or any portion of the Property owned by Declarant. Declarant shall be entitled to determine, in its sole and absolute discretion, whether any such action discriminates or is detrimental to Declarant. Unless Declarant agrees otherwise in advance and in writing, the Board will be required to continue the same level and quality of maintenance, operations and services as that provided immediately prior to assumption of control of the Board by Owners other than Declarant until the expiration or termination of the Development Period.

3.12 Administration of Common Area. The administration of the Common Area, Special Common Area, and Service Area by the Association shall be in accordance with the provisions of Applicable Law and the Documents, and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) designated by Declarant or by any Governmental Entity having regulatory jurisdiction over the Common Area, Special Common Area, or Service Area or by any title insurance company selected by Declarant to insure title to any portion of such areas.

ARTICLE 4
INSURANCE AND RESTORATION

4.01 Insurance. Each Owner will be required to purchase and maintain commercially standard insurance on the Improvements located upon such Owner's Lot or Condominium Unit. The Association will not maintain insurance on the Improvements constructed upon any Lot or Condominium Unit. The Association may, however, obtain such other insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board, in its discretion, may deem necessary. Insurance premiums for such policies will be a common expense that the Association will include in the Assessments levied. The acquisition

of insurance by the Association will be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

ARE YOU COVERED?

The Association will not provide insurance which covers an Owner's Lot, a Condominium Unit, or any Improvements or personal property located on a Lot or within a Condominium Unit.

4.02 Restoration Requirements. In the event of any fire or other casualty, unless otherwise approved by the Harvest Ridge Reviewer, the Owner will: (i) promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof or (ii) in the case of substantial or total damage or destruction of any Improvement, remove all such damaged Improvements and debris from the Development within sixty (60) days after the occurrence of such damage. Such repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials substantially similar to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within one hundred and twenty (120) days after the occurrence of such damage or destruction, and thereafter prosecute the same to completion, or if the Owner does not clean up any debris resulting from any damage within sixty (60) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement, removal, or clean-up, and such Owner will be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed by Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1½%) per month) will be added to the Assessment chargeable to the Owner's Lot. Any such amounts added to the Assessments chargeable against a Lot or Condominium Unit will be secured by the liens reserved in this Covenant for Assessments and may be collected by any means provided in this Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot or Condominium Unit. **EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT, HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 4.02*, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE,**

CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

4.03 Restoration - Mechanic's and Materialmen's Lien. Each Owner whose structure is repaired, restored, replaced or cleaned-up by the Association pursuant to the rights granted under this *Article 4*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, replacement or clean-up of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration, replacement, or clean-up exceeds any insurance proceeds allocable to such repair, restoration, replacement, or clean-up which are delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration, replacement, or clean-up such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

ARTICLE 5
COVENANT FOR ASSESSMENTS

5.01 Assessments.

(a) Established by the Board. The Board will levy Assessments pursuant to the provisions of this *Article 5* against each Lot and Condominium Unit in such amounts as the Board determine pursuant to *Section 5.09* below. The Board will determine the total amount of Assessments in accordance with the terms of this *Article*.

(b) Personal Obligation; Lien. Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot or Condominium Unit against which the Assessment is levied and will be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements thereon and each such Condominium Unit (such lien, with respect to any Lot or Condominium Unit not in existence on the date hereof, will be deemed granted and conveyed at the time that such Lot or Condominium Unit is created). The Association may enforce payment of such Assessments in accordance with the provisions of this Article. Unless the Association elects otherwise (which election may be made at any time), each residential condominium association established by a condominium regime imposed upon all or a portion of the Development Area will collect all Assessments levied pursuant to this Covenant from Condominium Unit Owners within such condominium regime. The condominium association will promptly remit all Assessments collected from Condominium Unit Owners to the Association. If the condominium association fails to timely collect any portion of the Assessments due from the Owner of the Condominium Unit, then the Association may collect such Assessments allocated to the Condominium Unit on its own behalf and enforce its lien against the Condominium Unit without joinder of the condominium association. The condominium association's right to collect Assessments on behalf of the

Association is a license from the Association which may be revoked by written instrument at any time, and from time to time, at the sole and absolute discretion of the Board.

(c) Declarant Subsidy. Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Lots and Condominium Units for any fiscal year by the payment of a subsidy to the Association. Any subsidy Declarant pays to the Association may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. The payment of a subsidy in any given year will not obligate Declarant to continue payment of a subsidy to the Association in future years.

(d) Commencement of Assessments. Assessments will commence as to a particular Lot on the first day of the month after such Lot has been made subject to the terms and provisions of this Covenant. If Assessments are due and payable less frequently than once per month, *e.g.*, quarterly or annually, Assessments will be prorated based on the number of months remaining during the billing period.

5.02 Maintenance Fund. The Board will establish a maintenance fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Covenant. The funds of the Association may be used for any purpose authorized by the Documents and Applicable Law.

5.03 Regular Assessments. Prior to the beginning of each fiscal year, the Board will prepare a budget for the purpose of determining amounts sufficient to pay the estimated net expenses of the Association (the "**Regular Assessments**") which sets forth: (i) an estimate of expenses that the Association will incur during such year in performing its functions and exercising its powers under this Covenant, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing street and other lighting, the cost of administering and enforcing the Documents; and (ii) an estimate of the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve; and which (iii) excludes the operation, maintenance, repair and management costs and expenses associated with any Service Area and Special Common Area. Regular Assessments sufficient to pay such estimated net expenses will then be levied at the level set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding. If the sums collected prove inadequate for any reason, including nonpayment of any Individual Assessment by any Owner, the Association may at any time, and from time to time, levy further Regular Assessments in the same manner. All such Regular Assessments will be due and payable to the Association at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

5.04 Special Assessments. In addition to the Regular Assessments provided for above, the Board may levy special assessments (the "**Special Assessments**") whenever in the Board's opinion such Special Assessments are necessary to enable the Board to carry out the functions of the Association under the Documents. The amount of any Special Assessments will be at the sole discretion of the Board. In addition to the Special Assessments authorized above, the Association

may, in any fiscal year, levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area or Special Common Area. Any Special Assessment levied by the Association for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area will be levied against all Owners based on Assessment Units. Any Special Assessments levied by the Association for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Special Common Area will be levied against all Owners who have been assigned the obligation to pay Special Common Area Assessments based on Assessment Units. All Special Assessments will be due and payable to the Association at the beginning of the fiscal year or in such other manner as the Board may designate in its sole and absolute discretion.

5.05 Special Common Area Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget covering the estimated expenses to be incurred by the Association to operate, maintain, repair, or manage any Special Common Area. The budget will be an estimate of the amount needed to operate, maintain, repair and manage such Special Common Area including a reasonable provision for contingencies and an appropriate replacement reserve. The level of Special Common Area Assessments will be set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding. If the sums collected prove inadequate for any reason, including non-payment of any Assessment by any Owner, the Association may at any time, and from time to time, levy further Special Common Area Assessments in the same manner as aforesaid. All such Special Common Area Assessments will be due and payable to the Association at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

5.06 Service Area Assessments. Prior to the beginning of each fiscal year, the Board will prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses to be incurred by the Association in the coming year. The total amount of Service Area Assessments will be allocated (a) equally among the Lots or Condominium Units within the Service Area; (b) based on the Assessment Units assigned to the Lots or Condominium Units within the Service Area; or (c) based on the benefit received among all Lots and Condominium Units in the Service Area. All amounts that the Association collects as Service Area Assessments will be expended solely for the benefit of the Service Area for which they were collected and will be accounted for separately from the Association's general funds.

5.07 Individual Assessments. In addition to any other Assessments, the Board may levy an individual assessment (the "**Individual Assessment**") against an Owner and the Owner's Lot or Condominium Unit, which may include, but is not limited to: (i) interest, late charges, and collection costs on delinquent Assessments; (ii) reimbursement for costs incurred in bringing an Owner or the Owner's Lot or Condominium Unit into compliance with the Documents; (iii) fines for violations of the Documents; (iv) transfer-related fees and resale certificate fees; (v) fees for estoppel letters and project documents; (vi) insurance deductibles; (vii) reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees

or Occupants of the Owner's Lot or Condominium Unit; (viii) common expenses that benefit fewer than all of the Lots or Condominium Units, which may be assessed according to benefit received; (ix) fees or charges levied against the Association on a per-Lot or per-Condominium Unit basis; and (x) "pass through" expenses for services to Lots or Condominium Units provided through the Association and which are paid by each Lot or Condominium Unit according to benefit received.

5.08 Working Capital Assessment. Each Owner (other than Declarant) will pay a one-time working capital assessment (the "**Working Capital Assessment**") to the Association in such amount, if any, as may be determined by Declarant, until expiration or termination of the Development Period, and the Board thereafter. The Working Capital Assessment hereunder will be due and payable to the Association by the transferee immediately upon each transfer of title to the Lot or Condominium Unit, including upon transfer of title from one Owner of such Lot or Condominium Unit to any subsequent purchaser or transferee thereof. Such Working Capital Assessment need not be uniform among all Lots or Condominium Units, and Declarant or the Board, as applicable, is expressly authorized to establish Working Capital Assessments of varying amounts depending on the size, use and general character of the Lots or Condominium Units. The Working Capital Assessment may be used to discharge operating expenses or capital expenses, as determined from time to time by the Board. The levy of any Working Capital Assessment will be effective only upon the Recordation of a notice, signed by Declarant or a duly authorized officer of the Association, setting forth the amount of the Working Capital Assessment and the Lots or Condominium Units to which it applies.

Notwithstanding the foregoing provision, the following transfers will not be subject to the Working Capital Assessment: (a) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (b) transfer to, from, or by the Association; (c) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. In the event of any dispute regarding the application of the Working Capital Assessment to a particular Owner, Declarant, until expiration or termination of the Development Period, will determine application of an exemption in its sole and absolute discretion. The Working Capital Assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this *Article 5* and will not be considered an advance payment of such Assessments. The Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any Working Capital Assessment attributable to a Lot or Condominium Unit (or all Lots and Condominium Units) by the Recordation of a waiver notice or in the Notice of Applicability, which waiver may be temporary or permanent.

5.09 Amount of Assessment.

(a) Assessments to be Levied. The Board will levy Assessments against each "**Assessment Unit**" (as defined in *Section 5.09(b)* below). Unless otherwise provided in this Covenant, Assessments levied pursuant to *Section 5.03* and *Section 5.04* will be levied uniformly against each Assessment Unit. Special Common Area Assessments levied pursuant to *Section 5.05* will be levied uniformly against each Assessment Unit allocated

to a Lot or Condominium Unit that has been assigned the obligation to pay Special Common Area Assessments for specified Special Common Area. Service Area Assessments levied pursuant to *Section 5.06* will be levied either: (i) equally; (ii) based on Assessment Units allocated to the Lots and/or Condominium Units within the Service Area; or (iii) based on the benefit received among all Lots and Condominium Units in the benefited Service Area that has been included in the Service Area to which such Service Area Assessment relates.

(b) Assessment Unit. Each Residential Lot shall be allocated one (1) "Assessment Unit" unless otherwise provided in *Section 5.09(d)*. In the event of the re-subdivision of any Residential Lot into two (2) or more Residential Lots, each Residential Lot resulting from the re-subdivision will be allocated one (1) Assessment Unit. In the event of the consolidation of two (2) or more Residential Lots for the purposes of constructing a single residence thereon, the Assessment Units will continue to be determined according to the number of original Residential Lots contained in such consolidated Residential Lot. Nothing in this Covenant will be construed as authorization for any re-subdivision or consolidation of Residential Lots, such actions being subject to the conditions and restrictions of Harvest Ridge Reviewer.

(c) Commercial Lots and Condominium Units. Each Commercial Lot and Condominium Unit will be allocated the Assessment Units set forth in the Notice of Applicability attributable to such Commercial Lot or Condominium Unit, which may be less than one (1) Assessment Unit per Commercial Lot or Condominium Unit. Declarant will determine the number of Assessment Units in its sole and absolute discretion, which determination, unless otherwise provided in this *Section 5.09(c)*, will be final, binding and conclusive. If the Notice of Applicability includes the number of Commercial Lots or Condominium Units to be established within the Development Area, and the number of Commercial Lots or Condominium Units actually created differ from the number of Commercial Lots or Condominium Units set forth in the Notice of Applicability, Declarant, during the Development Period, or the Board after the expiration or termination of the Development Period, may modify and amend the Notice of Applicability to reflect the actual number of Commercial Lots or Condominium Units.

(d) Residential Assessment Unit Allocation. Declarant, in Declarant's sole and absolute discretion, may elect to allocate more than one Assessment Unit to a Residential Lot. An allocation of more than one Assessment Unit to a Residential Lot must be made in a Notice of Applicability or in a Development Area Declaration for the Development in which the Residential Lot is located. Declarant's determination regarding the number of Assessment Units applicable to a Residential Lot pursuant to this *Section 5.09(d)* will be final, binding and conclusive.

(e) Declarant Exemption. Notwithstanding anything in this Covenant to the contrary, no Assessments will be levied upon Lots or Condominium Units owned by Declarant.

(f) Other Exemptions and Rights. Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved portion of the Development, Lot or Condominium Unit from Assessments; (ii) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Development, Lot or Condominium Unit; or (iii) reduce the levy of Assessments against any un-platted, unimproved or improved portion of the Development, Lot or Condominium Unit. In the event Declarant elects to delay or reduce Assessments pursuant to this *Section 5.09(f)*, the duration of the delay or the amount of the reduction shall be set forth in a Recorded instrument. Declarant may terminate, extend or modify any delay or reduction set forth in a previously Recorded instrument by Recording a replacement instrument. Declarant or the Board may also exempt from Assessments any portion of the Development which is dedicated to and accepted by a Governmental Entity. Declarant, in Declarant's sole and absolute discretion, may also elect to allocate more than one Assessment Unit to a Residential Lot. An allocation of more than one Assessment Unit to a Residential Lot must be made in a Notice of Applicability or in a Development Area Declaration for the Development Area in which the Residential Lot is located. Declarant's determination regarding the number of Assessment Units applicable to a Residential Lot pursuant to this *Section 5.09(f)* will be final, binding and conclusive.

5.10 Late Charges. At the Board's election, it may require the Owner responsible for any payment not paid by the applicable due date to pay a late charge in such amount as the Board may determine, and the late charge (and any reasonable handling costs) will be a charge upon the Lot or Condominium Unit owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot or Condominium Unit; provided, however, such charge will never exceed the maximum charge permitted under Applicable Law.

5.11 Owner's Personal Obligation for Payment of Assessments. Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot or Condominium Unit against which are levied such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot or Condominium Unit will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month), together with all costs and expenses of collection, including reasonable attorney's fees.

5.12 Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this *Article 5* is, together with late charges as provided in *Section 5.10* and interest as provided in *Section 5.11* hereof and all costs of collection, including attorney's fees as herein provided, are secured by the continuing Assessment lien granted to the Association pursuant to *Section 5.01(b)* above, and will bind each Lot and Condominium Unit in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot or

Condominium Unit, except only for: (i) tax or governmental assessment liens; (ii) all sums secured by a Recorded first Mortgage lien or Recorded first deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home equity loans or home equity lines of credit which are secured by a second Mortgage lien or Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such Mortgage was Recorded, before the delinquent Assessment was due. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an authorized officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot or Condominium Unit covered by such lien and a description of the Lot or Condominium Unit. Such notice may be signed by one of the officers of the Association and will be Recorded. Each Owner, by accepting a deed or ownership interest to a Lot or Condominium Unit subject to this Covenant will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have pursuant to Applicable Law and under this Covenant, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot or Condominium Unit; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this *Section 5.12*, the Association will upon the request of the Owner, and at such Owner's cost, execute a release of lien relating to any lien for which written notice has been Recorded as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release must be signed by an authorized officer of the Association and Recorded. In addition to the lien hereby retained, in the event of nonpayment by any Owner of any Assessment and after the lapse of at least twelve (12) days since such payment was due, the Association may, upon five (5) days' prior written notice (which may run concurrently with such 12 day period) to such Owner, in addition to all other rights and remedies available pursuant to Applicable Law, equity or otherwise, terminate, in such manner as the Board deems appropriate,

any utility or cable services, provided through the Association and not paid for directly by an Owner or Occupant to the utility or service provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner or the Owner's tenant can make arrangements for payment of the bill and for reconnection of service. Any utility or cable service will not be disconnected or terminated on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services. Except as otherwise provided by Applicable Law, the sale or transfer of a Lot or Condominium Unit will not relieve the Owner of such Lot or Condominium Unit or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot or Condominium Unit and on the date of such conveyance Assessments against the Lot or Condominium Unit remain unpaid, or said Owner owes other sums or fees under this Covenant to the Association, the Owner will pay such amounts to the Association out of the sales price of the Lot or Condominium Unit, and such sums will be paid in preference to any other charges against the Lot or Condominium Unit other than liens superior to the Assessment liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot or Condominium Unit which are due and unpaid. The Owner conveying such Lot or Condominium Unit will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot or Condominium Unit also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the administrative expenses associated with updating the Association's records upon the transfer of a Lot or Condominium Unit to a third party; provided, however, that no administrative transfer fee will be due upon the transfer of a Lot or Condominium Unit from Declarant to a third party.

5.13 Exempt Property. The following area within the Development will be exempt from the Assessments provided for in this Article:

(a) All area dedicated and accepted by a Governmental Entity;

(b) The Common Area and the Special Common Area; and

(c) Any portion of the Property or Development owned by Declarant.

No portion of the Property will be subject to the terms and provisions of this Covenant, and no portion of the Property (or any owner thereof) will be obligated to pay Assessments hereunder unless and until such Property has been made subject to the terms of this Covenant by the Recording of a Notice of Applicability in accordance with *Section 9.05* below.

5.14 Fines and Damages Assessment.

(a) Board Assessment. The Board may assess fines against an Owner for violations of the Documents committed by such Owner, an Occupant, or an Owner's or Occupant's guests, agents or invitees pursuant to the *Fine and Enforcement Policy* contained in the Community Manual. Any fine and/or charge for damage levied in accordance with

this *Section 5.14* will be considered an Individual Assessment pursuant to this Covenant. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area, Special Common Area, Service Area, or any Improvements, caused by the Owner, the Occupant, or their guests, agents, or invitees. The Manager will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Documents and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.

(b) Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot or Condominium Unit is, together with interest as provided in *Section 5.11* hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 5.01(b)* of this Covenant. The fine and/or damage charge will be considered an Assessment for the purpose of this *Article 5* and will be enforced in accordance with the terms and provisions governing the enforcement of Assessments pursuant to this *Article 5*.

ARTICLE 6
HARVEST RIDGE REVIEWER

6.01 Architectural Control By Declarant. During the Development Period, neither the Association, the Board, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of any Improvements. Until expiration of the Development Period, the Harvest Ridge Reviewer for Improvements is Declarant or its designee. Notwithstanding anything to the contrary in this Covenant, no Improvement constructed or caused to be constructed by the Declarant will be subject to the terms and provisions of this *Article 6* and need not be approved in accordance herewith.

(a) Declarant's Rights Reserved. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that during the Development Period no Improvements will be started or progressed without the prior written approval of Declarant, which approval may be granted or withheld at Declarant's sole discretion. In reviewing and acting on an application for approval, Declarant may act solely in its self-interest and owes no duty to any other person or any organization. Declarant may designate one or more persons from time to time to act on its behalf in reviewing and responding to applications.

(b) Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Article to an architectural control committee appointed by the Board or a committee comprised of architects, engineers, or other persons who may or may not be Members of the Association. Any such delegation must be in writing and must specify

the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant to: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated until expiration of twenty-four (24) months after the expiration of the Development Period; and (ii) to veto any decision which Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. The Declarant is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the Declarant; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with Applicable Law.

6.02 Architectural Control by Association. Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Board, or the Development Period is terminated or expires, the Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by Declarant, the Association, acting through an architectural control committee (the "**ACC**") will assume jurisdiction over architectural control and will have the powers of the Harvest Ridge Reviewer hereunder.

(a) ACC. The ACC will consist of at least three (3) but not more than seven (7) persons appointed by the Board. Members of the ACC serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. At the Board's option, the Board may act as the ACC, in which case all references in the Documents to the ACC will be construed to mean the Board. Members of the ACC need not be Owners or Occupants, and may but need not include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board.

(b) Limits on Liability. The ACC has sole discretion with respect to taste, design, and all standards specified by this Article. The members of the ACC have no liability for the ACC's decisions made in good faith, and which are not arbitrary or capricious. The ACC is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the ACC; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.

(c) Release. **EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT, HEREBY RELEASES AND HOLDS HARMLESS DECLARANT, THE HARVEST RIDGE REVIEWER, THE ASSOCIATION AND THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE HARVEST RIDGE REVIEWER'S ACTS OR ACTIVITIES UNDER THIS COVENANT.**

6.03 Prohibition of Construction, Alteration and Improvement. No Improvement, or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction

thereof may occur unless approved in advance by the Harvest Ridge Reviewer. The Harvest Ridge Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property and the Development. Unless otherewise provided in the Design Guidelines, if any, an Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of an Improvement located on such Owner's Lot or within such Owner's Condominium Unit, provided that such action is not visible from any other portion of the Development or Property.

6.04 Architectural Approval.

(a) Submission and Approval of Plans and Specifications. Construction plans and specifications or, when an Owner desires solely to plat, re-subdivide or consolidate Lots or Condominium Units, a proposal for such plat, re-subdivision or consolidation, will be submitted in accordance with the Design Guidelines, if any, or any additional rules adopted by the Harvest Ridge Reviewer together with any review fee which is imposed by the Harvest Ridge Reviewer in accordance with *Section 6.04(b)*. No plat, re-subdivision or consolidation will be made, nor any Improvement placed or allowed on any Lot or Condominium Unit, until the plans and specifications and the contractor which the Owner intends to use to construct the proposed Improvement have been approved in writing by the Harvest Ridge Reviewer. The Harvest Ridge Reviewer may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the Harvest Ridge Reviewer or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The Harvest Ridge Reviewer may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which Harvest Ridge Reviewer, in its sole discretion, may require. Site plans must be approved by the Harvest Ridge Reviewer prior to the clearing of any Lot or Condominium Unit, or the construction of any Improvements. The Harvest Ridge Reviewer may refuse to approve plans and specifications for proposed Improvements, or for the plat, re-subdivision or consolidation of any Lot or Condominium Unit on any grounds that, in the sole and absolute discretion of the Harvest Ridge Reviewer, are deemed sufficient, including, but not limited to, purely aesthetic grounds. Notwithstanding any provision to the contrary in this Covenant, the Harvest Ridge Reviewer may issue an approval to Homebuilders or a Residential Developer for the construction of Improvements based on the review and approval of plan types and adopt a procedure which differs from the procedures for review and approval otherwise set forth in this Covenant.

(b) Design Guidelines. The Harvest Ridge Reviewer will have the power, from time to time, to adopt, amend, modify, or supplement the Design Guidelines, if any, which may apply to all or any portion of the Development. In the event of any conflict between the terms and provisions of the Design Guidelines, if any, and the terms and provisions of this Covenant, the terms and provisions of this Covenant will control. In addition, the

Harvest Ridge Reviewer will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Covenant. Such charges will be held by the Harvest Ridge Reviewer and used to defray the administrative expenses and any other costs incurred by the Harvest Ridge Reviewer in performing its duties hereunder; provided, however, that any excess funds held by the Harvest Ridge Reviewer will be distributed to the Association at the end of each calendar year. The Harvest Ridge Reviewer will not be required to review any plans until a complete submittal package, as required by this Covenant and the Design Guidelines, if any, is assembled and submitted to the Harvest Ridge Reviewer. The Harvest Ridge Reviewer will have the authority to adopt such additional or alternate procedural and substantive rules and guidelines not in conflict with this Covenant (including, without limitation, the imposition of any requirements for a compliance deposit, certificates of compliance or completion relating to any Improvement, and the right to approve in advance any contractor selected for the construction of Improvements), as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

(c) Failure to Act. In the event that any plans and specifications are submitted to the Harvest Ridge Reviewer as provided herein, and the Harvest Ridge Reviewer fails to either approve or reject such plans and specifications for a period of sixty (60) days following such submission, the plans and specifications will be deemed disapproved.

(d) Variances. The Harvest Ridge Reviewer may grant variances from compliance with any of the provisions of the Documents, when, in the opinion of the Harvest Ridge Reviewer, in its sole and absolute discretion, such variance is justified. All variances must be evidenced in writing and, if Declarant has assigned its rights to the ACC, must be approved by the Declarant until expiration or termination of the Development Period, or otherwise by a Majority of the members of the ACC. Each variance must also be Recorded; provided, however, that failure to Record a variance will not affect the validity thereof or give rise to any claim or cause of action against the Harvest Ridge Reviewer, Declarant, the Board or the ACC. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in the Documents will 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 Documents for any purpose, except as to the particular property and in the 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 Documents.

(e) Duration of Approval. The approval of the Harvest Ridge Reviewer of any final plans and specifications, and any variances granted by the Harvest Ridge Reviewer will be valid for a period of one hundred and eighty (180) days only. If construction in accordance with such plans and specifications or variance is not commenced within such one hundred and eighty (180) day period and diligently prosecuted to completion

thereafter, the Owner will be required to resubmit such final plans and specifications or request for a variance to the Harvest Ridge Reviewer, and the Harvest Ridge Reviewer will have the authority to re-evaluate such plans and specifications in accordance with this *Section 6.04(e)* and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

(f) No Waiver of Future Approvals. The approval of the Harvest Ridge Reviewer to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Harvest Ridge Reviewer will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the Harvest Ridge Reviewer.

6.05 Non-Liability of Harvest Ridge Reviewer. NEITHER DECLARANT, THE BOARD, NOR THE HARVEST RIDGE REVIEWER WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE HARVEST RIDGE REVIEWER'S DUTIES UNDER THIS COVENANT.

ARTICLE 7
MORTGAGE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots or Condominium Units within the Development. The provisions of this Article apply to the Covenant and the Bylaws of the Association.

7.01 Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot or Condominium Unit to which its Mortgage relates, thereby becoming an "**Eligible Mortgage Holder**"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Lot or Condominium Unit on which there is an Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

(b) Any delinquency in the payment of Assessments or charges owed for a Lot or Condominium Unit subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Documents relating to such Lot or Condominium Unit or the Owner or Occupant which is not cured within sixty (60) days after notice by the Association to the Owner of such violation; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

7.02 Examination of Books. The Association will permit Mortgagees to examine the books and records of the Association during normal business hours.

7.03 Taxes, Assessments and Charges. All taxes, assessments and charges that may become liens prior to first lien Mortgages under Applicable Law will relate only to the individual Lots or Condominium Units and not to any other portion of the Development.

ARTICLE 8
EASEMENTS

8.01 Right of Ingress and Egress. Declarant, its agents, employees, successors and assigns will have a right of ingress and egress over and the right of access to the Common Area or Special Common Area to the extent necessary to use the Common Area or Special Common Area and the right to such other temporary uses of the Common Area or Special Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with construction and development of the Property or the Development. The Development will be subject to a perpetual non-exclusive easement for the installation and maintenance, including the right to read meters, service or repair lines and equipment, and to do any work necessary to properly maintain and furnish the Community Services and Systems and the facilities pertinent and necessary to the same, which easement will run in favor of Declarant. Declarant will have the right, but not the obligation, to install and provide the Community Services and Systems and to provide the services available through the Community Services and Systems to any and all Lots or Condominium Units within the Development. Neither the Association nor any Owner will have any interest therein. Any or all of such services may be provided either: (i) directly through the Association and paid for as part of the Assessments; or (ii) directly by Declarant, any affiliate of Declarant, or a third party, to the Owner who receives the services. The Community Services and Systems, including any fees or royalties paid or revenue generated therefrom, will be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant. Declarant will have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Services and Systems or all or any portion of the rights, duties or obligations with respect thereto, to the Association or to any Person. The rights of Declarant with respect to the Community Services and Systems installed by Declarant and the services provided through such Community Services and Systems are exclusive, and no other person may provide such services through the Community Services and Systems installed by Declarant without the prior written consent of Declarant. In recognition of the fact that interruptions in the Community Services and Systems services will occur from time to time, no person or entity described above will in any manner be liable, and no user of the Community Services and Systems will be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Services and Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services.

8.02 Reserved Easements. All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions and

related rights made by Declarant or any third-party prior to any portion of the Property becoming subject to this Covenant are incorporated herein by reference and made a part of this Covenant for all purposes as if fully set forth herein, and will be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant. Declarant reserves the right to relocate, make changes in, and additions to said easements, rights-of-way, dedications, limitations, reservations and grants for the purpose of developing the Property and the Development.

8.03 Roadway and Utility Easements. Declarant hereby reserves for itself and its assigns a perpetual non-exclusive easement over and across the Development for: (i) the installation, operation and maintenance of utilities and associated infrastructure to serve the Development, the Property, and any other property owned by Declarant; (ii) the installation, operation and maintenance of cable lines and associated infrastructure for sending and receiving data and/or other electronic signals, security and similar services to serve the Development, the Property, and any other property owned by Declarant; (iii) the installation, operation and maintenance of walkways, pathways and trails, drainage systems, street lights and signage to serve the Development, the Property, and any other property owned by Declarant; and (iv) the installation, location, relocation, construction, erection and maintenance of any streets, roadways, or other areas to serve the Development, the Property, and any other property owned by Declarant. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and Improvements described in (i) through (iv) of this *Section 8.03*. In addition, Declarant may designate all or any portion of the easements or facilities constructed therein as Common Area, Special Common Area, or a Service Area.

8.04 Entry and Fencing Easement. Declarant reserves for itself, its successors and assigns, and the Association, an easement over and across the Development for the installation, maintenance, repair or replacement of fencing and subdivision entry facilities (including monumentation, landscaping, irrigation, hardscaping, grading and related facilities) which serves the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a notice which identifies the fencing and/or subdivision entry facilities to which the easement reserved hereunder applies. Declarant may designate all or any portion of the fencing and/or subdivision entry facilities as Common Area, Special Common Area, or a Service Area.

8.05 Landscape, Monumentation and Signage Easement. Declarant hereby reserves for itself, its successors and assigns, and the Association, an easement over and across the Development for the installation, maintenance, repair or replacement of landscaping, monumentation and signage which serves the Development, the Property, and any other property owned by Declarant. Declarant will have the right, from time to time, to Record a notice which identifies the landscaping, monumentation, and signage to which the easement reserved hereunder applies. Declarant may designate all or any portion of the landscaping, monumentation, and signage as Common Area, Special Common Area, or a Service Area.

8.06 Easement for Maintenance of Drainage Facilities. Declarant may grant easements for the benefit of a Governmental Entity or third party for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of certain drainage facilities that may be constructed to convey and receive stormwater runoff within the Development. From time to time, Declarant may impress upon certain portions of the Development, for the benefit of a Governmental Entity or third party, additional easements for the inspection, monitoring, operation, maintenance, replacement, upgrade and repair, as applicable, of other drainage facilities that convey and receive stormwater runoff as set forth in one or more declarations, agreements or other written instruments as the same will be Recorded.

8.07 Easement to Inspect and Right to Correct. For a period of ten (10) years after the expiration of the Development Period, Declarant reserves for itself and for Declarant's architect, engineer, other design professionals, builder and general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct and relocate any structure, Improvement or condition that may exist on any portion of the Property, including the Lots and Condominium Units, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. The party exercising such rights will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of mechanical or electrical facilities may be warranted by a change of circumstance, imprecise siting of the original facilities, or the desire or necessity to comply more fully with Applicable Law. This *Section 8.07* may not be construed to create a duty for Declarant, the Association, or any architect, engineer, other design professionals, builder or general contractor, and may not be amended without Declarant's advanced written consent. In support of this reservation, each Owner, by accepting an interest in or title to a Lot or Condominium Unit, hereby grants to Declarant an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Areas, Special Common Areas, and the Owner's Lot or Condominium Unit, and all Improvements thereon for the purposes contained in this *Section 8.07*.

8.08 Fiber Optic Easement. Centric Fiber, LLC, a Delaware limited liability company, or its successor (collectively, "**Centric**"), shall have the right to enter upon the Property for the purpose of installing and connecting fiber-optic lines, surface appurtenances, and all other necessary or desirable improvements and equipment related thereto (collectively, the "**System**") for the provision of high-speed internet service and voice-over-internet-protocol service (collectively, the "**Services**") to the single-family residence and other Improvements on each Lot and each Condominium Unit. Each Owner, by accepting an interest in or title to a Lot or Condominium Unit, hereby agrees to allow Centric to construct, install, own, operate, maintain, and/or repair the System on such Owner's Lot or Condominium Unit in connection with Centric's provision of the Services to the single-family residence and other Improvements on the Lot or Condominium Unit.

ARTICLE 9
DEVELOPMENT RIGHTS

9.01 Development. It is contemplated that the Development will be developed pursuant to a plan, which may, from time to time, be amended or modified by the Declarant in its sole and absolute discretion. Declarant reserves the right, but will not be obligated, to designate Development Areas, and to create and/or designate Lots, Condominium Units, Common Area, Special Common Area, and Service Areas, and to subdivide all or any portion of the Development and Property. As each area is conveyed, developed or dedicated, Declarant may Record one or more Development Area Declarations and designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area. Any Development Area Declaration may provide its own procedure for the amendment thereof.

9.02 Special Declarant Rights. Notwithstanding any provision of this Covenant to the contrary, at all times, Declarant will have the right and privilege: (i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots and Condominium Units in the Development; (ii) to maintain Improvements upon Lots, including the Common Area and Special Common Area, as sales, model, management, business and construction offices or visitor centers at no charge; and (iii) to maintain and locate construction trailers and construction tools and equipment within the Development. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance.

9.03 Addition of Land. Declarant may, at any time and from time to time, add additional lands to the Property and, upon the Recording of a notice of addition of land, such land will be considered part of the Property for purposes of this Covenant, and upon the further Recording of a Notice of Applicability meeting the requirements of *Section 9.05* below, such added lands will be considered part of the Development subject to this Covenant and the terms, covenants, conditions, restrictions and obligations set forth in this Covenant, and the rights, privileges, duties and liabilities of the persons subject to this Covenant will be the same with respect to such added land as with respect to the lands originally covered by this Covenant. Such added land need not be contiguous to the Property. To add lands to the Property, Declarant will be required only to Record, a notice of addition of land (which notice may be contained within any Development Area Declaration affecting such land) containing the following provisions:

(a) A reference to this Covenant, which reference will state the document number or volume and page wherein this Covenant is Recorded;

(b) A statement that such land will be considered Property for purposes of this Covenant, and that upon the further Recording of a Notice of Applicability meeting the requirements of *Section 9.05* of this Covenant, all of the terms, covenants, conditions, restrictions and obligations of this Covenant will apply to the added land; and

(c) A legal description of the added land.

9.04 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw from the Property, including the Development, and remove and exclude from the burden of this Covenant and the jurisdiction of the Association any portion of the Development. Upon any such withdrawal and removal, this Covenant and the covenants conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development withdrawn. To withdraw lands from the Property or the Development hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

(a) A reference to this Covenant, which reference will state the document number or volume and page number wherein this Covenant is Recorded;

(b) A statement that the provisions of this Covenant will no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land.

9.05 Notice of Applicability. Upon Recording, this Covenant serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Covenant and any applicable Development Area Declaration. This Covenant and any applicable Development Area Declaration will apply to and burden a portion or portions of the Property upon the Recording of a Notice of Applicability describing such applicable portion of the Property by a legally sufficient description and expressly providing that such Property will be considered a part of the Development and will be subject to the terms, covenants conditions, restrictions and obligations of this Covenant and any applicable Development Area Declaration. To be effective, a Notice of Applicability must be executed by Declarant, and the property included in the Notice of Applicability need not be owned by the Declarant if included within the Property. Declarant may also cause a Notice of Applicability to be Recorded covering a portion of the Property for the purpose of encumbering such Property with this Covenant and any Development Area Declaration previously Recorded by Declarant (which Notice of Applicability may amend, modify or supplement the restrictions, set forth in the Development Area Declaration, which will apply to such Property). To make the terms and provisions of this Covenant applicable to a portion of the Property, Declarant will be required only to cause a Notice of Applicability to be Recorded containing the following provisions:

(a) A reference to this Covenant, which reference will state the document number or volume and page number wherein this Covenant is Recorded;

(b) A reference, if applicable, to the Development Area Declaration which will apply to such portion of the Property (with any amendment, modification, or supplementation of the restrictions set forth in the Development Area Declaration which will apply to such portion of the Property), which reference will state the document number or volume and page wherein the Development Area Declaration is Recorded;

(c) A statement that all of the provisions of this Covenant will apply to such portion of the Property;

(d) A legal description of such portion of the Property; and

(e) If applicable, a description of any Special Common Area or Service Area which benefits the Property and the beneficiaries of such Special Common Area or Service Area.

NOTICE TO TITLE COMPANY

NO PORTION OF THE PROPERTY IS SUBJECT TO THE TERMS AND PROVISIONS OF THIS COVENANT AND THIS COVENANT DOES NOT APPLY TO ANY PORTION OF THE PROPERTY UNLESS A NOTICE OF APPLICABILITY DESCRIBING SUCH PROPERTY AND REFERENCING THIS COVENANT HAS BEEN RECORDED.

9.06 Assignment of Declarant's Rights. Notwithstanding any provision in this Covenant to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, reservations and duties under this Covenant to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, reservations and duties hereunder.

9.07 Notice of Plat Recordation. Declarant may, at any time and from time to time, Record a notice of plat recordation (a "**Notice of Plat Recordation**"). A Notice of Plat Recordation is Recorded for the purpose of more clearly identifying specific Lots subject to the terms and provisions of this Covenant after portions of the Development are made subject to a Plat. Unless otherwise provided in the Notice of Plat Recordation, portions of the Development included in the Plat identified in the Notice of Plat Recordation, but not shown as a Residential Lot on such Plat, will be automatically withdrawn from the terms and provisions of this Covenant (without the necessity of complying with the withdrawal provisions set forth in *Section 9.04*). Declarant will have no obligation to Record a Notice of Plat Recordation and failure to Record a Notice of Plat Recordation will in no event remove any portion of the Development from the terms and provisions of this Covenant.

ARTICLE 10
GENERAL PROVISIONS

10.01 Term. Upon the Recording of a Notice of Applicability pursuant to *Section 9.05*, the terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Covenant will run with and bind the portion of the Property described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term

beginning on the date this Covenant is Recorded, and continuing through and including January 1, 2072, after which time this Covenant will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. Notwithstanding any provision in this *Section 10.01* to the contrary, if any provision of this Covenant would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living, as of the date of the first Recording of this document, descendants of Elizabeth II, Queen of England.

10.02 Eminent Domain. In the event it becomes necessary for any Governmental Entity to acquire all or any part of the Common Area or Special Common Area for any public purpose during the period this Covenant is in effect, the Board is hereby authorized to negotiate with such Governmental Entity for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received will be held by the Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Common Area are paid to Owners, such payments will be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Unit. In the event any proceeds attributable to acquisition of Special Common Area are paid to Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area, such payment will be allocated on the basis of Assessment Units and paid jointly to such Owners and the holders of first Mortgages or deeds of trust on the respective Lot or Condominium Unit.

10.03 Amendment. This Covenant may be amended or terminated by the Recording of an instrument executed and acknowledged by: (i) Declarant acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. No amendment will be effective without the written consent of Declarant during the Development Period.

10.04 Enforcement. Except as otherwise provided herein, any Owner of Lot, at such Owner's own expense, Declarant and the Association will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and other terms now or hereafter imposed by the provisions of the Documents. The Association and/or the Declarant may initiate, defend or intervene in any action brought to enforce any provision of the Documents. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Documents is violated, in whole or in part, is hereby declared to be a nuisance

and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Property is hereby declared to be a violation of this Covenant and subject to all of the enforcement procedures set forth herein. Failure to enforce any right, provision, covenant, or condition set forth in the Documents will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Failure of the Declarant or the Association to enforce the terms and provisions of the Documents shall in no event give rise to any claim or liability against the Declarant, the Association, or any of their partners, directors, officers, or agents. EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE DEVELOPMENT, HEREBY RELEASES AND SHALL HOLD HARMLESS EACH OF THE DECLARANT, THE ASSOCIATION, AND THEIR PARTNERS, DIRECTORS, OFFICERS, OR AGENTS FROM AND AGAINST ANY DAMAGES, CLAIMS, OR LIABILITY ASSOCIATED WITH THE FAILURE OF THE DECLARANT OR THE ASSOCIATION TO ENFORCE THE TERMS AND PROVISIONS OF THE DOCUMENTS.

10.05 No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in this Covenant. Any Owner acquiring a Lot or Condominium Unit in reliance on one or more of such restrictive covenants, terms, or provisions will assume all risks of the validity and enforceability thereof and, by acquiring the Lot or Condominium Unit, agrees to hold Declarant harmless therefrom.

10.06 Higher Authority. The terms and provisions of this Covenant are subordinate to Applicable Law. Generally, the terms and provisions of this Covenant are enforceable to the extent they do not violate or conflict with Applicable Law.

10.07 Severability. If any provision of this Covenant is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Covenant, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other person or entity.

10.08 Conflicts. If there is any conflict between the provisions of this Covenant, the Certificate, the Bylaws, the Community Manual, the Design Guidelines, if any, or any Rules adopted pursuant to the terms of such documents, or any Development Area Declaration, the provisions of this Covenant will govern.

10.09 Gender. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

10.10 Acceptance by Owners. Each Owner of a Lot, Condominium Unit, or other real property interest in the Development, by the acceptance of a deed of conveyance, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Covenant or to whom

this Covenant is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each Owner agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Development, and will bind any person having at any time any interest or estate in the Development, and will inure to the benefit of each Owner in like manner as though the provisions of this Covenant were recited and stipulated at length in each and every deed of conveyance.

10.11 Damage and Destruction.

(a) Claims. Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area or Special Common Area covered by insurance, the Board, or its duly authorized agent, will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this *Section 10.10(a)*, means repairing or restoring the Common Area or Special Common Area to substantially the same condition as existed prior to the fire or other casualty.

(b) Repair Obligations. Any damage to or destruction of the Common Area or Special Common Area will be repaired unless the Board decides within sixty (60) days after the casualty not to repair. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period will be extended until such information will be made available.

(c) Restoration. In the event that the Board should determine that the damage or destruction of the Common Area or Special Common Area shall not be repaired and does not authorize alternative Improvements, then the Association shall restore the affected portion of the Common Area or Special Common Area to its natural state and maintain is as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

(d) Special Assessment for Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 5*, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(e) Special Assessment for Special Common Area. If insurance proceeds are paid to restore or repair any damaged or destroyed Special Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 5*, against all Owners who have been

assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(f) Proceeds Payable to Owners. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Common Area, such payments will be allocated based on Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

(g) Proceeds Payable to Owners Responsible for Special Common Area. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to Special Common Area, such payments will be allocated based on Assessment Units and will be paid jointly to the Owners who have been assigned the obligation to pay Special Common Area Assessments attributable to such Special Common Area and the holders of first Mortgages or deeds of trust on their Lots or Condominium Units.

10.12 No Partition. Except as may be permitted in this Covenant or amendments thereto, no physical partition of the Common Area or Special Common Area or any part thereof will be permitted, nor will any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless all or the portion of the Development in question has been removed from the provisions of this Covenant pursuant to *Section 9.04* above. This *Section 10.12* will not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property that may or may not be subject to this Covenant.

10.13 View Impairment. Neither Declarant, the Harvest Ridge Reviewer, the ACC, nor the Association guarantee or represent that any view over and across the Lots, Condominium Units, or any open space within the Development will be preserved without impairment. Declarant, the Harvest Ridge Reviewer, the ACC, and the Association will have no obligation to relocate, prune, or thin trees or other landscaping. The Association (with respect to any Common Area or Special Common Area) will have the right to add trees and other landscaping from time to time, subject to Applicable Law. There will be no express or implied easements for view purposes or for the passage of light and air.

10.14 Safety and Security. Each Owner and Occupant of a Lot or Condominium Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Development. The Association may, but shall not be obligated to, maintain or support certain activities within the Development designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, none of the Association, the Declarant, or any of their directors, officers, employees or agents, will in any way be considered insurers or guarantors of safety or security

within the Development, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Development, cannot be compromised or circumvented; or that any such system or security measures undertaken shall in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and will be responsible for informing any Occupants of such Owner's Lot or Condominium Unit that the Association, its Board, employees, agents, and committees, and the Declarant are not insurers or guarantors of security or safety and that each person within the Development assumes all risks of personal injury and loss or damage to property, including any residences or Improvements constructed upon any Lot or Condominium Unit and the contents thereof, resulting from acts of third parties.

10.15 Facilities Open to the Public. Certain facilities and areas within the Development will be open for the use and enjoyment of the public. Such facilities and areas may include, by way of example, greenbelts, trails and paths, parks, roads, sidewalks and medians.

10.16 Water Quality Facilities. Portions of the Development may include one or more water quality facilities, sedimentation, drainage and detention facilities, ponds or related improvements which serve all or a portion of the Development, the Property, or additional land (collectively, the "**Facilities**"). Declarant hereby reserves for itself and its assigns a perpetual non-exclusive easement over and across the Development for the installation, maintenance, repair or replacement of the Facilities. The Facilities may be designated by Declarant in a Recorded notice to identify the particular Facilities to which the easement reserved hereunder applies, or otherwise dedicated to the public or applicable governmental authority (which may include retention of maintenance responsibility by the Association), conveyed and transferred to any applicable Governmental Entity or conveyed and transferred to the Association as Common Area, Special Common Area or a Service Area. If the Facilities are designated or conveyed or maintenance responsibility reserved or assigned to the Association as Common Area, Special Common Area or a Service Area, the Association will be required to maintain and operate the Facilities in accordance with Applicable Law, or the requirements of any applicable Governmental Entity.

10.17 Notices. Any notice permitted or required to be given to any person by this Covenant must be in writing and may be delivered either personally, or by overnight delivery or by mail, or as otherwise provided in this Covenant or required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person in writing to the Association for the purpose of service of notices. If delivery is made personally or by overnight delivery by using a nationally recognized overnight delivery service, it will be deemed to have been delivered at 5:00 pm, CST, on the date a copy of the notice has been delivered to the person at the address given by such person in writing to the Association for the purpose of service of

notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

10.18 Declarant Fine Authority. During the Development Period, Declarant may assess fines against an Owner for violations of the Documents which have been committed by an Owner, an Occupant, or any guests, agents, family members, or invitees of an Owner or Occupant. The Declarant uses fines to discourage violations of the Documents, and to encourage compliance when a violation occurs - not to punish violators or generate revenue for the Declarant. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to Declarant for enforcing the Documents. Declarant may from time to time adopt a schedule of fines. If the violation of the Documents is ongoing or continuous, the fine may be assessed on a periodic basis (such as daily, monthly, or quarterly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis. An Owner is liable for fines levied by Declarant for violations of the Documents by the Owner, an Occupant, or any guests, agents, family members, or invitees of the Owner or Occupant. Regardless of who commits the violation, Declarant will direct its communications to the Owner, although Declarant may send copies of its notices to the Occupants.

ARTICLE 11
DISPUTE RESOLUTION

11.01 Introduction and Definitions. Declarant, the Association and its officers, directors, and committee members, Owners and all other parties subject to this Covenant (collectively, the "**Parties**"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Development without the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this *Article 11* applies to all Claims as hereinafter defined. This *Article 11* may only be amended with the prior written approval of Declarant, the Association (acting through a Majority of the Board), and Owners holding 100% of votes in the Association. As used in this *Article 11* only, the following words, when capitalized, have the following specified meanings:

(a) "**Claim**" means: (i) Claims relating to the rights and/or duties of Declarant, the Association, the Harvest Ridge Reviewer, or the ACC under the Documents; or (ii) Claims relating to the acts or omissions of Declarant, the Association or a Board member or officer of the Association during Declarant's control and administration of the Association, and any claim asserted against the ACC or the Harvest Ridge Reviewer; or (iii) Claims relating to the design or construction of Improvements on the Common Area, Special Common Area, Lots or Condominium Units.

(b) "**Claimant**" means any Party having a Claim against any other Party.

(c) "**Respondent**" means any Party against which a Claim has been asserted by a Claimant.

11.02 Mandatory Procedures. Claimant may not initiate any proceeding before any administrative tribunal seeking redress of resolution of its Claim until Claimant has complied with the procedures of this *Article 11*. As provided in *Section 11.09* below, a Claim will be resolved by binding arbitration.

11.03 Claims Affecting Common Areas or Special Common Areas. In accordance with *Section 3.13* above, the Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 11.01* above, relating to the design or construction of Improvements on a Lot or Condominium Unit (whether one or more). In the event the Association or an Owner asserts a Claim related to the Common Areas or Special Common Areas, as a precondition to providing the Notice defined in *Section 11.05*, initiating the mandatory dispute resolution procedures set forth in this *Article 11*, or taking any other action to prosecute a Claim, the Association or an Owner, as applicable, must:

(a) Independent Report on the Condition of the Common Areas or Special Common Areas. Obtain an independent third party report (the "**Common Area Report**") from a licensed professional engineer which: (i) identifies the Common Areas or Special Common Areas subject to the Claim including the present physical condition of the Common Areas or Special Common Areas; (ii) describes any modification, maintenance, or repairs to the Common Areas or Special Common Areas performed by the Owner(s) and/or the Association; (iii) provides specific and detailed recommendations regarding remediation and/or repair of the Common Areas or Special Common Areas subject to the Claim. For the purposes of this *Section 11.03(a)*, an independent third-party report is a report obtained directly by the Association or an Owner and paid for by the Association or an Owner, as applicable, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Association or an Owner in the Claim. As a precondition to providing the Notice described in *Section 11.05*, the Association or Owner must provide at least ten (10) days prior written notice of the inspection, calculated from the date or receipt of such notice, to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Common Area Report, the specific Common Areas or Special Common Areas to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Common Area Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in *Section 11.05*, the Association or Owner, as applicable, shall have permitted each party subject to a Claim the right, for a period of ninety (90) days, to inspect and correct, any condition identified in the Common Area Report.

(b) Claims by Association – Owner Meeting and Approval. If the Claim is brought by the Association, the Association must first obtain approval from Members holding sixty-seven percent (67%) of the votes in the Association to: (i) provide the Notice described in *Section 11.05*; (ii) initiate the mandatory dispute resolution procedures set

forth in this *Article 11*; or (iii) take any other action to prosecute a Claim. Approval from Members must be obtained at a special meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (xi) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (xii) a copy of the Common Area Report; (xiii) a copy of any proposed engagement letter, with the terms of such engagement between the Association and an attorney to be engaged by the Association to assert or provide assistance with the claim (the "**Engagement Letter**"); (xiv) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which it may be liable if it is not the prevailing party or that the Association will be required, pursuant to the Engagement Letter or otherwise, to pay if the Association elects to not proceed with the Claim; (xv) a summary of the steps previously taken, and proposed to be taken, to resolve the Claim; (xvi) an estimate of the impact on the value of each Lot and Condominium Unit if the Claim is prosecuted and an estimate of the impact on the value of each Lot and Condominium Unit after resolution of the Claim; (xvii) an estimate of the impact on the marketability of each Lot and Condominium Unit if the Claim is prosecuted and during prosecution of the Claim, and an estimate of the impact on the value of each Lot and Condominium Unit during and after resolution of the Claim; (xviii) the manner in which the Association proposes to fund the cost of prosecuting the Claim; and (xix) the impact on the finances of the Association, including the impact on present and projected reserves, in the event the Association is not the prevailing party. The notice required by this paragraph must be prepared and signed by a person other than, and not employed by or otherwise affiliated with, the attorney or law firm that represents or will represent the Association in the Claim. In the event Members approve providing the Notice described in *Section 11.05*, or taking any other action to prosecute a Claim, the Members holding a Majority of the votes in the Association, at a special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

11.04 Claim by Owners – Improvements on Lots or Condominium Unit. Notwithstanding anything contained herein to the contrary, in the event a warranty is provided to an Owner by Declarant or a Homebuilder relating to the design or construction of any Improvements located on a Lot or Condominium Unit, then this *Article 11* will only apply to the extent that this *Article 11* is more restrictive than such Owner's warranty, as determined in Declarant's sole discretion. If a warranty has not been provided to an Owner relating to the design or construction of any Improvements located on a Lot or Condominium Unit, then this *Article 11* will apply. If an Owner brings a Claim, as defined in *Section 11.01*, relating to the design or construction of any Improvements located on a Lot or Condominium Unit (whether one or more), as a precondition to providing the Notice defined in *Section 11.05*, initiating the mandatory dispute resolution procedures set forth in this *Article 11*, or taking any other action to prosecute a Claim, the Owner must obtain an independent third-party report (the "**Owner Improvement Report**") from a licensed professional engineer which: (i) identifies the Improvements subject to the Claim including the present physical condition of the Improvements; (ii) describes any

modification, maintenance, or repairs to the Improvements performed by the Owner(s) and/or the Association; and (iii) provides specific and detailed recommendations regarding remediation and/or repair of the Improvements subject to the Claim. For the purposes of this Section, an independent third-party report is a report obtained directly by the Owner and paid for by the Owner, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Owner in the Claim. As a precondition to providing the Notice described in *Section 11.05*, the Owner must provide at least ten (10) days prior written notice of the inspection, calculated from the date of receipt of such notice, to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Owner Improvement Report, the specific Improvements to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Owner Improvement Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in *Section 11.05*, the Owner shall have permitted each party subject to a Claim the right, for a period of ninety (90) days, to inspect and correct, any condition identified in the Owner Improvement Report.

11.05 Notice. Claimant must notify Respondent in writing of the Claim (the "**Notice**"), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (ii) the basis of the Claim (*i.e.*, the provision of the Restrictions or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this *Section 11.05*. For Claims governed by Chapter 27 of the Texas Property Code, the time period for negotiation in *Section 11.06* below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with *Section 11.06* to comply with the terms and provisions of Section 27.004 of the Texas Property Code during such sixty (60) day period. *Section 11.06* does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 of the Texas Property Code could affect a Claim if the Claim is subject to Chapter 27 of the Texas Property Code. The one hundred and twenty (120) day period for mediation set forth in *Section 11.07* below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to *Section 11.07* is required without regard to the monetary amount of the Claim.

If the Claimant is the Association, the Notice will also include: (a) a true and correct copy of the Common Area Report; (b) a copy of the Engagement Letter; (c) copies of all reports, studies, analyses, and recommendations obtained by the Association related to the Common Area or Special Common Area which forms the basis of the Claim; (d) a true and correct copy of the special meeting notice provided to Members in accordance with Section 11.*03(b)* above; and (e) and reasonable and credible evidence confirming that Members holding sixty-seven percent (67%) of the votes in the Association approved providing the Notice. If the Claimant is not the Association and the Claim pertains to the Improvements on a Lot or Condominium Unit, the Notice will also include a true and correct copy of the Owner Improvement Report.

11.06 **Negotiation**. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the Property to take and complete corrective action.

11.07 **Mediation**. If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Respondent may submit the Claim to mediation in accordance with this *Section 11.07*.

11.08 **Termination of Mediation**. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate arbitration proceedings on the Claim, as appropriate and permitted by this *Article*.

11.09 **Binding Arbitration-Claims**. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (*e.g.*, a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this *Section 11.09*.

(a) Governing Rules. If a Claim has not been resolved after mediation as required by *Section 11.07*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 11.09* and the rules and procedures of the American Arbitration Association ("**AAA**") or, if the AAA is unable or unwilling to act as the arbitrator, then the arbitration shall be conducted by another neutral reputable arbitration service selected by Respondent in Travis County, Texas. Regardless of what entity or person is acting as the arbitrator, the arbitration shall be conducted in accordance with the AAA's "Construction Industry Dispute Resolution Procedures" and, if they apply to the disagreement, the rules contained in the Supplementary Procedures for Consumer-Related Disputes. If such Rules have changed or been renamed by the time a disagreement arises, then the successor rules will apply. Also, despite the choice of rules governing the arbitration of any Claim, if the AAA has, by the time of Claim, identified different rules that would specifically apply to the Claim, then those rules will apply

instead of the rules identified above. In the event of any inconsistency between any such applicable rules and this *Section 11.09*, this *Section 11.09* will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal except as provided in *Section 11.09(d)*, but may be reduced to judgment or enforced in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows: (i) one arbitrator shall be selected by Respondent, in its sole and absolute discretion; (ii) one arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and (iii) one arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

(b) Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this *Section 11.09* will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

(c) Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this *Section 11.09*.

(d) Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with the applicable substantive law. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of this *Section 11.09* and subject to *Section 11.10* below (attorney's fees and costs may not be awarded by the arbitrator); provided, however, that for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code. In all arbitration proceedings the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on: (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Texas law; (ii) conclusions of law that are erroneous; (iii) an error of federal or state law; or (iv) a cause of action or remedy not expressly provided under existing state or federal law. In no event may an arbitrator award speculative, consequential or punitive damages for any Claim.

(e) Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in Williamson County, Texas. The arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and Applicable Law. Each party agrees to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

11.10 Allocation of Costs. Notwithstanding any provision in this Covenant on the contrary, each Party bears all of its own costs incurred prior to and during the proceedings described in *Sections 11.03, 11.04, 11.05, 11.06* and *11.07* above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

11.11 General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

11.12 Period of Limitation.

(a) For Actions by an Owner. The exclusive period of limitation for any of the Parties to bring any Claim, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Owner discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design, four (4) years and one (1) day from the date that the Owner discovered or reasonably should have discovered evidence of the Claim; or (iii) for all Claims, the applicable statute of limitations under Texas law. In no event shall this *Section 11.12(a)* be intended to extend any period of limitations under Texas law.

(b) For Actions by the Association. The exclusive period of limitation for the Association to bring any Claim, including, but not limited to, a Claim of construction defect or defective design of the Common Areas or Special Common Areas, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Association or its agents discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design of the Common Areas or Special Common Areas, four (4) years and one (1) day from the date that the Association discovered or reasonably should have discovered evidence of the Claim; or (iii) for all Claims, the applicable statute of limitations under Texas law. In no event shall this *Section 11.12(b)* be intended to extend any period of limitations under Texas law.

11.13 Funding Arbitration and Litigation. The Association must levy a Special Assessment to fund the estimated costs of arbitration, including estimated attorney's fees, conducted pursuant to this *Article 11* or any judicial action initiated by the Association. The Association may not use its annual operating income or reserve funds or savings to fund arbitration or litigation, unless the Association's annual budget or a savings account was established and funded from its inception as an arbitration and litigation reserve fund.

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

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas as
BROHN HOMES

By:_____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 20 day of July, 2022 by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

_____
Notary Public Signature

NOTARY PUBLIC * STATE OF TEXAS *
Lisa Marie Rivenbark
My Commission Expires
11/14/2023
ID No 12357594

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rebecca Guerrero, County Clerk
Travis County, Texas
Oct 21, 2022 04:11 PM Fee: $206.00
2022170665
Electronically Recorded

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

HARVEST *Ridge*

ELGIN • TEXAS

COMMUNITY MANUAL

Bastrop County and Travis County, Texas

CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation doing business in Texas as **BROHN HOMES**, as Declarant under the Harvest Ridge Master Covenant, recorded under Document No. 2022170416, Official Public Records of Travis County, Texas, and under Document No. 202222289 of the Official Public Records of Bastrop County, Texas, and the initial and sole member of Harvest Ridge Master Community, Inc., a Texas non-profit corporation (the "**Association**"), certifies that the foregoing Community Manual was adopted as part of the initial project documentation for Harvest Ridge. This Community Manual becomes effective when Recorded.

IN WITNESS WHEREOF, the undersigned has executed this Community Manual on the 20th day of ~~July~~ October, 2022.

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas as
BROHN HOMES

By: _____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 20th day of ~~July~~ October, 2022 by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL) NOTARY PUBLIC STATE OF TEXAS Lisa Marie Rivenbark My Commission Expires 11/14/2023 ID No 12357594

_____
Notary Public Signature

Cross-reference to Harvest Ridge Master Covenant (the "**Covenant**") recorded under Document No. 2022170416, Official Public Records of Travis County, Texas, and under Document No. 202222289, Official Public Records of Bastrop County, Texas, as may be amended from time to time.

HARVEST RIDGE

COMMUNITY MANUAL

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HARVEST RIDGE
COMMUNITY MANUAL

CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation doing business in Texas as **BROHN HOMES**, is the developer of Harvest Ridge. The guiding principles for the Community have been set forth in the governing documents for Harvest Ridge which include the Development Documents and the Association Documents (both defined below) and are collectively referred to herein as the "Documents" (the "**Documents**"). The Documents include such instruments as the Master Covenant (the "**Covenant**"), any applicable Notices of Applicability, any applicable Development Area Declaration (the "**DAD**"), the Design Guidelines, if any, and this Community Manual (collectively referred to as the "**Development Documents**"), all of which are recorded in the property records by the developer generally prior to the time that you purchased your property. The Development Documents contain covenants, conditions and restrictions which not only encumber your property, but also have a legal and binding effect on all Owners and Occupants in the Community, now or in the future.

Under the Development Documents, the developer is the "**Declarant**" who has reserved certain rights to facilitate the development, construction, and marketing of the Community, including its size, shape and composition (the "**Development Period**"). Furthermore, the Development Documents identify and set forth the obligations of Harvest Ridge Master Community, Inc., the non-profit corporation created by the Declarant to exercise the authority and assume the powers described in the Covenant (the "**Association**"). Integral to the functioning of the Community, the Association's roles include owning, operating and maintaining various Common Areas and Community amenities, as well as administering and enforcing all of the Documents.

Other specific Documents include such instruments as the Certificate of Formation and Bylaws which set forth the corporate governance structure of the Association as well as the various Rules, which include rules, regulations, policies and procedures outlining the operation of the Association and required standards for use of property, activities and conduct (the "**Association Documents**"). It is the Association Documents which are included within this Community Manual, as further set forth herein.

Capitalized terms used but not defined in this Community Manual shall have the meaning ascribed to such terms in the Covenant.

This Community Manual becomes effective when Recorded.

ATTACHMENT 1

CERTIFICATE OF FORMATION

[attached]

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Harvest Ridge Residential Community, Inc.
File Number: 803587312

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/06/2020

Effective: 04/06/2020

Ruth R. Hughs
Secretary of State

Form 202		
Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709 Filing Fee: $25	**Certificate of Formation Nonprofit Corporation**	**Filed in the Office of the Secretary of State of Texas Filing #: 803587312 04/06/2020 Document #: 961228630002 Image Generated Electronically for Web Filing**

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

Harvest Ridge Residential Community, Inc.

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
Adam B. Boenig

C. The business address of the registered agent and the registered office address is:

Street Address:
6720 Vaught Ranch Road, Suite 200 Austin TX 78730

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☑ B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

☐ A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

☑ B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Adam B. Boenig**	Title: **Director**
Address: **6720 Vaught Ranch Road, Suite 200 Austin TX, USA 78730**	
Director 2: **Tyler Gatewood**	Title: **Director**
Address: **6720 Vaught Ranch Road, Suite 200 Austin TX, USA 78730**	
Director 3: **Brad Boenig**	Title: **Director**
Address: **6720 Vaught Ranch Road, Suite 200 Austin TX, USA 78730**	

Article 4 - Organization Structure

☑ A. The corporation will have members.

or

☐ B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. In furtherance of its

powers, the Association shall have the following powers which, unless indicated otherwise by this Certificate of Formation, that certain Harvest Ridge Master Covenant, to be recorded in the Official Public Records of Travis County, Texas and the Official Public Records of Bastrop County, Texas, as the same may be amended from time to time (the "Covenant"), the Bylaws or Applicable Law, may be exercised by the Board of Directors:
(a) all rights and powers conferred upon nonprofit corporations by Applicable Law;
(b) all rights and powers conferred upon property associations by Applicable Law, in effect from time to time, provided, however, that the Association shall not have the power to institute, defend, intervene in, settle or compromise proceedings in the name of any Owner or Member; and
(c) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in this Certificate of Formation, the Bylaws, the Covenant, or Applicable Law.

Notwithstanding any provision in Article 12 to the contrary, any proposed amendment to the provisions of this Article 5 shall be adopted only upon an affirmative vote of Members holding one-hundred percent (100%) of the total number of votes of the Association and the Declarant during the Development Period.

Terms used but not defined in this Certificate of Formation shall have the meaning ascribed to such terms in the Covenant.

Supplemental Provisions / Information

ARTICLE 6: MEMBERSHIP

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Covenant. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

ARTICLE 7: VOTING RIGHTS

Voting rights of the members of the Association shall be determined as set forth in the Covenant.

ARTICLE 8: LIMITATION OF DIRECTOR LIABILITY

A member of the Board of Directors of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his or her capacity as a board member, except to the extent otherwise expressly provided by Applicable Law. Any repeal or modification of this Article shall be

prospective only, and shall not adversely affect any limitation of the personal liability of a member of the Board of Directors existing at the time of the repeal or modification.

ARTICLE 9: INDEMNIFICATION

Each person who acts as a member of the Board of Directors, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him or her in connection with any civil or criminal action, suit or proceeding in which he or she may be named as a party defendant or in which he or she may be a witness by reason of his or her being or having been a member of the Board of Directors, officer, or committee member of the Association, or by reason of any action alleged to have been taken or omitted by him or her in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in Section 3.07 of the Covenant.

ARTICLE 10:DISSOLUTION

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Covenant. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE 11: ACTION WITHOUT MEETING

Any action required or permitted by Applicable Law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all the Members entitled to vote thereon were present. If the action is proposed by the Association, the Board of Directors shall provide each Member written notice at least ten (10) days in advance of the date the Board proposes to initiate securing consent as contemplated by this Article 11. Consents obtained pursuant to this Article 11 shall be dated and signed within sixty (60) days after receipt of the earliest dated consent and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE 12: AMENDMENT

Except as otherwise provided by the terms and provisions of Article 5 of this Certificate of Formation, this Certificate of Formation may be amended by the Declarant during the Development Period or by a Majority of the Board of Directors; provided, however, that any amendment to this Certificate of Formation by a Majority of the Board of Directors must be approved in advance and in writing by the Declarant during the Development Period.

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below.

Kevin M. Flahive **100 Congress Avenue, Suite 1300, Austin, Texas 78701**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Kevin M. Flahive
Signature of organizer.

FILING OFFICE COPY

ATTACHMENT 2

BYLAWS
OF
HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.

ARTICLE I
INTRODUCTION

The name of the corporation is Harvest Ridge Residential Community, Inc., a Texas non-profit corporation, hereinafter referred to as the "**Association.**" The principal office of the Association shall initially be located in Travis County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas as may be designated by the Board of Directors, as provided in these Bylaws.

The Association is organized to be a nonprofit corporation.

Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in that certain Harvest Ridge Master Covenant (the "Covenant"), recorded in the Official Public Records of Travis County, Texas, and in the Official Public Records of Bastrop County, Texas, including the number, qualification, appointment, removal, and replacement of Directors.

ARTICLE II
DEFINITIONS

Capitalized terms used but not defined in these Bylaws shall have the meaning ascribed to such terms in the Covenant.

ARTICLE III
MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

Section 3.1. Membership. Each Owner of a Lot or Condominium Unit is a mandatory Member of the Association, as more fully set forth in the Covenant.

Section 3.2. Place of Meetings. Meetings of the Association shall be held where designated by the Board, either within the Development or as convenient as possible and practical.

Section 3.3. Annual Meetings. There shall be an annual meeting of the Members of the Association for the purposes of Association-wide elections or votes and for such other Association business at such reasonable place, date and time as set by the Board.

Section 3.4. Special Meetings. Special meetings of Members may be called in accordance with Section 22.155 of the Texas Business Organizations Code or any successor statute.

Section 3.5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to

vote at such meeting or by publication in a newspaper of general circulation, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President, the Secretary, or the officers or persons calling the meeting. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage prepaid. If an election or vote of the Members will occur outside of a meeting of the Members (i.e., absentee or electronic ballot), then the Association shall provide notice to each Member no later than the 20th day before the latest date on which a ballot may be submitted to be counted.

Section 3.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting by a Member shall be deemed a waiver of notice of all business transacted at such meeting unless an objection by a Member on the basis of lack of proper notice is raised before the business is put to a vote.

Section 3.7. Quorum. Except as provided in these Bylaws or in the Covenant, the presence of the Members representing ten percent (10%) of the total votes in the Association shall constitute a quorum at all Association meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Members to leave less than a quorum, provided that Members representing at least five percent (5%) of the total votes in the Association remain in attendance, and provided that any action taken is approved by at least a Majority of the votes present at such adjourned meeting, unless otherwise provided in the Covenant.

Section 3.8. Conduct of Meetings. The President or any other person appointed by the Board shall preside over all Association meetings, and the Secretary, or the Secretary's designee, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 3.9. Voting. The voting rights of the Members shall be as set forth in the Covenant, and such voting rights provisions are specifically incorporated by reference. Except as otherwise provided in the Covenant, action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a Majority of the total votes present at such meeting in person or proxy or by absentee ballot or electronic ballot, if such votes are considered present at the meeting as further set forth herein. Cumulative voting shall not be allowed. The person holding legal title to a Lot or Condominium Unit shall be entitled to cast the vote allocated to such Lot or Condominium Unit and not the person merely holding beneficial title to the same unless such right is expressly delegated to the beneficial Owner thereof in writing. **Any provision in the Association's governing documents that would disqualify an Owner from voting in an Association election of Board Members or on any matter concerning the rights or responsibilities of the Owner is void**.

Section 3.10. Methods of Voting: In Person; Proxies; Absentee Ballots; Electronically. On any matter as to which a Member is entitled individually to cast the vote for his Lot or Condominium Unit such vote may be cast or given: (a) in person or by proxy at a meeting of the Association; (b) by absentee

ballot; (c) by electronic ballot; or (d) by such other means as may be permitted by law and as adopted by the Board. Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the Member. Electronic votes constitute written and signed ballots. In an Association election, written and signed ballots are not required for uncontested races. Votes shall be cast as provided in this Section:

(a) Proxies. Any Member may give a revocable written proxy in the form as prescribed by the Board from time to time to any person authorizing such person to cast the Member's vote on any matter. A Member's vote by proxy is subject to any limitations of Texas law relating to the use of general proxies and subject to any specific provision to the contrary in the Covenant or these Bylaws. No proxy shall be valid unless signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than eleven (11) months after the effective date of the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Lot or Condominium Unit for which it was given.

(b) Absentee and Electronic Ballots. An absentee or electronic ballot: (i) may be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (ii) may not be counted, even if properly delivered, if the Member attends any meeting to vote in person, so that any vote cast at a meeting by a Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (iii) may not be counted on the final vote of a proposal if the proposal was amended at the meeting to be different from the exact language on the absentee or electronic ballot. For the purposes of this Section, a nomination taken from the floor in a Board member election is not considered an amendment to the proposal for the election.

(i) *Absentee Ballots.* No absentee ballot shall be valid unless it is in writing, signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Absentee ballots shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall an absentee ballot be valid after the specific meeting or lawful adjournment of such meeting at which such ballot is counted or upon conveyance of the Lot or Condominium Unit for which it was given. Any solicitation for votes by absentee ballot must include:

a. an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;

b. instructions for delivery of the completed absentee ballot, including the delivery location; and

c. the following language: *"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and*

later choose to attend any meeting in person, in which case any in-person vote will prevail."

(ii) *Electronic Ballots.* "Electronic ballot" means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of the Member submitting the ballot can be confirmed; and (c) for which the Member may receive a receipt of the electronic transmission and receipt of the Member's ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Member that contains instructions on obtaining access to the posting on the website.

Section 3.11. Tabulation of and Access to Ballots. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election or vote except such person may be given access to the ballots cast in the election or vote as part of a recount process. A person tabulating votes in an Association election or vote or who performs a recount pursuant to *Section 3.12* may not disclose to any other person how an individual voted. Notwithstanding any provision of these Bylaws to the contrary, only a person who tabulates votes pursuant to this Section or performs a recount pursuant to *Section 3.12* shall be given access to any Association ballots.

Section 3.12. Recount of Votes. Any Member (the "**Recount Requesting Member**") may, not later than the fifteenth (15th) day after the later of the date of any meeting of Members at which an election or vote was held, or the date of the announcement of the results of the election or vote, require a recount of the votes (the "**Recount Request**"). A Recount Request must be submitted in writing either: (i) by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, with signature confirmation service to the Association's mailing address as reflected on the latest management certificate; or (ii) in person to the Association's managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed. The Recount Requesting Member shall be required to pay, in advance, expenses associated with the recount as estimated by the Association pursuant to subsection (a) below.

(a) Cost of Recount. The Association shall estimate the costs for performing the recount by a person qualified to tabulate votes under subsection (b), and no later than the 20th day after the date the Association receives the Recount Request, shall send an invoice for the estimated costs (the "**Initial Recount Invoice**") to the Recount Requesting Member at the Recount Requesting Member's last known address according to the Association's records. The Recount Requesting Member must pay the Initial Recount Invoice in full to the Association on or before the 30th day after the date the Initial Recount Invoice was delivered to the Recount Requesting Member (the "**Deadline**"). If the Initial Recount Invoice is not paid by the Recount Requesting Member by the Deadline, the Recount Requesting Member's Recount Request shall be considered withdrawn and the Association shall not be required to perform a recount. If the Initial Recount Invoice is paid by the Recount Requesting Member by the Deadline, then on or before the 30th day after the date of receipt of payment of the Invoice, the recount must be completed and the Association must provide each Recount Requesting Member with notice of the results of the recount. If the recount changes the results of the election, the Association shall reimburse the Recount Requesting Member for the cost of the recount not later than the 30th day after the date the results of the recount are provided. If the recount does not change the results of the election, and the estimated costs included on the Initial Recount Invoice are either lesser or greater than the actual costs of the recount, the Association shall send a final invoice (the "**Final Recount Invoice**") to the Recount

Requesting Member on or before the 30th business day after the date the results of the recount are provided. If the Final Recount Invoice reflects that additional amounts are owed by the Recount Requesting Member, the Recount Requesting Member shall remit such additional amounts to the Association immediately. Any additional amounts not paid to the Association by the Recount Requesting Member before the 30th business day after the date the Final Recount Invoice is sent may be charged as an Individual Assessment against the Recount Requesting Member. If the costs estimated in the Initial Recount Invoice costs exceed the amount reflected in the Final Recount Invoice, then the Recount Requesting Member shall be entitled to a refund, which such refund shall be paid at the time the Final Recount Invoice is delivered pursuant to this Section.

(b) Vote Tabulator. Following receipt of payment of the Initial Recount Invoice, the Association shall retain for the purpose of performing the recount, the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who: (i) is not a Member of the Association or related to a Member of the Association Board within the third degree by consanguinity or affinity; and (ii) is either a person agreed on by the Association and each person requesting a recount or is a current or former county judge, county elections administrator, justice of the peace or county voter registrar.

(c) Board Action. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

Section 3.13. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members or may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated, and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE IV
BOARD OF DIRECTORS

Section 4.1. Authority; Number of Directors.

(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate. The initial Directors shall serve until their successors are elected or appointed.

(b) In accordance with Section 3.03 of the Covenant, i.e., no later than the 10th anniversary of the date the Covenant is Recorded, the President of the Association will thereupon call a meeting of the Members of the Association (the "**Initial Member Election Meeting**") where the Members will elect one (1) Director, for a one (1) year term ("**First Member Elected Director**"). Declarant will continue to appoint and remove two-thirds of the Board after the Initial Member Election Meeting until expiration or

termination of the Development Period. Notwithstanding the foregoing, the First Member Elected Director's position will expire as of the date of the "Member Election Meeting" (as defined below)

(c) Upon expiration or termination of the Development Period, the Declarant will thereupon call a meeting of the Members of the Association where the Declarant-appointed Directors will resign and the Members will elect three (3) new directors (to replace all Declarant appointed Directors and the First Member Elected Director) (the "**Member Election Meeting**"), one (1) Director for a three (3) year term, one (1) Director for a two (2) year term, and one (1) Director for a one (1) year term (with the individual receiving the highest number of votes to serve the three (3) year term, the individual receiving the next highest number of votes to serve the two (2) year term, and the individual receiving the third highest number of votes to serve a one (1) year term). Upon expiration of the term of a Director elected by the Members pursuant to this *Section 4.1(c)*, his or her successor will be elected for a term of three (3) years.

(d) A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

(e) Each Director, other than Directors appointed by Declarant, shall be a Member. In the case of corporate, partnership, or other entity ownership of a Lot or Condominium Unit, the Director must be a duly authorized agent or representative of the corporation, partnership, or other entity that owns the Lot or Condominium Unit. Other than as set forth in this subparagraph (e), the Association may not restrict an Owner's right to run for a position on the Board.

Section 4.2. Compensation. The Directors shall serve without compensation for such service.

Section 4.3. Nominations to Board of Directors. Members may be nominated for election to the Board of Directors in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board of Directors a written petition of nomination; or

(b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek reelection in a writing addressed to the Board of Directors.

Section 4.4. Vacancies on Board of Directors. Except with respect to Directors appointed by Declarant, if the office of any elected Director shall become vacant by reason of death, resignation, or disability, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his position on the Board of Directors, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws. Except with respect to Directors appointed by the Declarant, any Board Member whose term has expired or who has been removed from the Board must be elected by the Members.

Section 4.5. Removal of Directors. Subject to the right of Declarant to nominate and appoint Directors as set forth in *Section 4.1* of these Bylaws, an elected Director may be removed, with or without cause, by a Majority of the Members that elected such Director.

Section 4.6. Solicitation of Candidate for Election to the Board. At least thirty (30) days before the date an Association disseminates absentee ballots or other ballots to Members for the purpose of voting in a Board election, the Association shall provide notice (the "**Solicitation Notice**") of the election to the Members. The Solicitation Notice shall: (a) solicit candidates that are eligible under *Section 4.1(e)* and interested in running for a position on the Board; (b) state that an eligible candidate has fifteen (15) days to respond to the Solicitation Notice and request to be placed on the ballot; and (c) must be: (1) mailed to each Member; (2) e-mailed to each Member that has registered their e-mail address with the Association; or (3) posted in a conspicuous manner reasonably designed to provide notice to Members, such as: (i) within the Common Area or, with the Member's consent, on other conspicuously located privately owned property within the subdivision; or (ii) on any website maintained by the Association or other internet media.

ARTICLE V
MEETINGS OF DIRECTORS

Section 5.1. Development Period. The provisions of this *Article V* do not apply to Board meetings during the Development Period (as defined in the Covenant), during which period the Board may take action by unanimous written consent in lieu of a meeting pursuant to *Section 5.10*, except with respect to a meeting conducted for the purpose of: (a) adopting or amending the Documents; (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

Section 5.2. Definition of Board Meetings. A meeting of the Board means a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action.

Section 5.3. Regular Meetings. Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 5.4. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 5.5. Quorum. A Majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a Majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 5.6. Open Board Meetings. All regular and special Board meetings must be open to Owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving: (a) personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) confidential communications with the Association's attorney; (f) matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed

in the minutes. The oral summary must include a general explanation of expenditures approved in executive session.

Section 5.7. Location. Except if otherwise held by electronic or telephonic means, a Board meeting must be held in the county in which the Development is located or in a county adjacent to that county, as determined in the discretion of the Board.

Section 5.8. Record; Minutes. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

Section 5.9. Notices. Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (a) mailed to each Member not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; **or** (b) provided at least one hundred forty-four (144) hours before the start of a regular board meeting, and at least seventy-two (72) hours before the start of a special board meeting: (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Members in a place located on the Association's common area or on any website maintained by the Association; and (ii) sending the notice by e-mail to each Member who has registered an e-mail address with the Association. It is the Member's duty to keep an updated e-mail address registered with the Association. The Board may establish a procedure for registration of email addresses, which procedure may be required for the purpose of receiving notice of Board meetings. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this Section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) hours after adjourning the meeting being continued.

Section 5.10. Unanimous Consent. During the Development Period, Directors may vote by unanimous written consent. Unanimous written consent occurs if all Directors individually or collectively consent in writing to a Board action. The written consent must be filed with the minutes of Board meetings. Action by written consent shall be in lieu of a meeting and has the same force and effect as a unanimous vote of the Directors. As set forth in *Section 5.1*, Directors may not vote by unanimous consent if the Directors are considering any of the following actions: (a) adopting or amending the Documents; (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members

Section 5.11. Meeting without Prior Notice. The Board may take action outside a meeting including voting by electronic or telephonic means without prior notice to the Members if each Board member is given a reasonable opportunity (i) to express his or her opinions to all other Board members and (ii) to vote. Any action taken without notice to Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, unless done in an open meeting for which prior notice was given to the Members pursuant to *Section 5.9* above, consider or vote

on: (a) fines; (b) damage assessments; (c) the initiation of foreclosure actions; (d) the initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (e) increases in assessments; (f) levying of special assessments; (g) appeals from a denial of architectural control approval; (h) a suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue; (i) the lending or borrowing of money; (j) the adoption of any amendment of a dedicatory instrument; (k) the approval of an annual budget or the approval of an amendment of an annual budget; (l) the sale or purchase of real property; (m) the filling of a vacancy on the Board; (n) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (o) the election of an officer.

Section 5.12. Telephone and Electronic Meetings. Any action permitted to be taken by the Board may be taken by telephone or electronic methods provided that: (1) each Board member may hear and be heard by every other Board member; (2) except for any portion of the meeting conducted in executive session: (i) all Members in attendance at the meeting may hear all Board members; and (ii) any Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a participating Board member at the same meeting; and (3) the notice of the Board meeting provides instructions to the Members on how to access the electronic or telephonic communication method used in the meeting. Participation in such a meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD

Section 6.1. Powers. The Board shall have power and duty to undertake any of the following actions, in addition to those actions to which the Association is authorized to take in accordance with the Covenant:

(a) adopt, amend, revoke, record, and publish the Rules;

(b) suspend the right of a Member to use of the Common Area during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Rules by such Member exists;

(c) exercise for the Association all powers, duties and authority vested in or related to the Association and not reserved to the membership by other provisions of the Documents;

(d) to enter into any contract or agreement with a municipal agency or utility company to provide electric utility service to all or any portion of the Development;

(e) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;

(f) employ such employees as they deem necessary, and to prescribe their duties;

(g) as more fully provided in the Covenant, to:

(1) fix the amount of the Assessments against each Lot and/or Condominium Unit in advance of each annual assessment period and any other assessments provided by the Covenant; and

(2) foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(h) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);

(i) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(j) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(k) exercise such other and further powers or duties as provided in the Covenant or by law.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 7.1. Enumeration of Offices. The officers of the Association shall be a President and a Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution.

Section 7.2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 7.3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner, or shall be removed or otherwise disqualified to serve.

Section 7.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6. Vacancies. A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to *Section 7.4*.

Section 7.8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. The Vice President, if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Assistant Secretaries. Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.

(e) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members.

Section 7.9. Duties. Except when the Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association, including without limitation checks from the Association's bank account. In the absence of Board designation, and unless otherwise provided herein, the President and the Secretary are the only persons authorized to execute instruments on behalf of the Association.

ARTICLE VIII
OTHER COMMITTEES OF THE BOARD OF DIRECTORS

The Board may, by resolution adopted by affirmative vote of a Majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action

to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

ARTICLE IX
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Documents shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X
ASSESSMENTS

As more fully provided in the Covenant, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Covenant.

ARTICLE XI
CORPORATE SEAL

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

ARTICLE XII
AMENDMENTS

These Bylaws may be amended by: (i) the Declarant until expiration or termination of the Development Period; or (ii) a Majority vote of the Board of Directors with the advance written consent of the Declarant until expiration or termination of the Development Period.

ARTICLE XIII
INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify every Director, Officer or Committee Member against, and reimburse and advance to every Director, Officer or Committee Member for, all liabilities, costs and expenses' incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the Texas Business Organizations Code and all other applicable laws at the time of such indemnification, reimbursement or advance payment; provided, however, no Director, Officer or Committee Member shall be indemnified for: (a) a breach of duty of loyalty to the Association or its Members; (b) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which such Director, Officer or Committee Member received an improper benefit, whether or not the benefit resulted from an action taken within the scope of directorship or office; or (d) an act or omission for which the liability of such Director, Officer or Committee Member is expressly provided for by statute.

ARTICLE XIV
MISCELLANEOUS

Section 14.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 14.2. Review of Statutes and Court Rulings. Users of these Bylaws should also review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by these Bylaws.

Section 14.3. Conflict. In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control; and in the case of any conflict between the Covenant and these Bylaws, the Covenant shall control. In the case of any conflict between these Bylaws and any provision of the applicable laws of the State of Texas, the conflicting aspect of the Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect.

Section 14.4. Interpretation. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions or articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

Section 14.5. No Waiver. No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ATTACHMENT 3

HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.
FINE AND ENFORCEMENT POLICY

1. Background. Harvest Ridge community is subject to that certain Harvest Ridge Master Covenant recorded in the Official Public Records of Travis County, Texas, and the Official Public Records of Bastrop County, Texas, as it may be amended from time to time (the "**Covenant**"). In accordance with the Covenant, Harvest Ridge Residential Community, Inc., a Texas non-profit corporation (the "**Association**"), was created to administer the terms and provisions of the Covenant. Unless the Covenant or Applicable Law expressly provides otherwise, the Association acts through a majority of its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability, as each may be amended from time to time, and any rules and regulations promulgated by the Association pursuant to the Covenant or any Development Area Declaration, as adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Covenant and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Documents.

   The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this policy is in conflict with the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

   Terms used in this policy, but not defined, shall have the meaning ascribed to such term in the Documents.

2. Policy. The Association uses fines to discourage violations of the Documents, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Documents. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.

3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Documents by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.

4. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Documents. If the Association allows fines to accumulate,

the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.

5. Violation Notice. Except as set forth in *Section 5(C)* below, before levying a fine, the Association will give (i) a written violation notice via certified mail to the Owner (at the Owner's last known address as shown in the Association records) (the "**Violation Notice**") and (ii) an opportunity to be heard, if requested by the Owner. The Association's Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the Individual Assessment, suspension action, or other charge; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation and a reasonable timeframe in which the violation is required to be cured to avoid the fine or suspension; (5) the amount of the possible fine; (6) a statement that no later than the thirtieth (30th) day after the date the notice was mailed, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (7) a statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section *et seq.*), if the Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:

(A) First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in (1) – (7) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the *Schedule of Fines* may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.

(B) Uncurable Violation/Violation of Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety (as exemplified in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in (1), (2), (3), (5), (6), and (7) above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines.*

(C) Repeat Violation without Attempt to Cure. If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, then the Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. After an Owner has been provided a Violation Notice as set forth herein and assessed fines in the amounts set

forth in the *Schedule of Fines*, if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

6. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the "**Request**") to the Association's manager (or the Board if there is no manager) within thirty (30) days after receiving the violation notice. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least (10) days' before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the Violation Notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit A.

7. Due Date. Fine and/or damage charges are due immediately if the violation is uncurable or poses a threat to public health or safety. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the first Violation Notice ends and the Owner does not attempt to cure the violation or the attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

8. Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in Section 5.11 of the Covenant and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to Section 5.01(b) of the Covenant. The fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to Article 5 of the Covenant.

9. Levy of Fine. Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.

10. Foreclosure. The Association may not foreclose its assessment lien on a debt consisting solely of fines.

11. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

Schedule of Fines

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Documents. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

FINES‡:

New Violation: **Notice of Violation**	**Fine Amount:** **$100.00 (if a curable violation, may be avoided if Owner cures the violation by the time specified in the notice)**
Repeat Violation (No Right to Cure or Uncurable Violation):	**Fine Amount:** **1st Notice $125.00** **2nd Notice $150.00** **3rd Notice $175.00** **4th Notice $200.00**
Continuous Violation: **Continuous Violation Notice**	**Amount TBD**

‡ The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.

EXHIBIT A

HEARING BEFORE THE BOARD

Note: An individual will act as the Association's representative (the "**Association Representative**"). The Association Representative will provide introductory remarks and administer the hearing agenda.

I. Introduction

Association Representative: The Board of Directors has convened to conduct a hearing at the written request of an owner.

This hearing is being conducted as required by Section 209.007 of the Texas Property Code, and is an opportunity for the Association and the owner to discuss and verify facts and attempt to resolve the matter at issue. If no resolution is reached during the hearing, the Association will communicate its decision in writing within fifteen (15) days.

II. Presentation of Facts

Association Representative: This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present any information the Association wishes to offer. After the Association's representative has finished the presentation, the owner or any representative will be given the opportunity to present information and issues relevant to the appeal or dispute.

[Presentations]

III. Discussion

Association Representative: This portion of the hearing is to permit the Board and the owner to discuss matters relevant to the violation.

IV. Resolution

Association Representative: [Announce any agreement or resolution or state that the Board will take the matter under advisement]

V. Adjournment

Association Representative: At this time the hearing is adjourned.

ATTACHMENT 4

HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.
ASSESSMENT COLLECTION POLICY

Harvest Ridge is a community (the "**Community**") created by and subject to the Harvest Ridge Master Covenant recorded in the Official Public Records of Travis County, Texas, and the Official Public Records of Bastrop County, Texas, as it may be amended from time to time (the "**Covenant**"). The operation of the Community is vested in Harvest Ridge Residential Community, Inc., a Texas non-profit corporation (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability, and rules and regulations promulgated by the Association pursuant to the Covenant or any Development Area Declaration, as adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Documents.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Documents. Terms used in this policy, but not defined, shall have the meaning ascribed to such term in the Documents.

Section 1. DELINQUENCIES, LATE CHARGES & INTEREST

1-A. Due Date. An Owner will timely and fully pay Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.

1-C. Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of $25 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.

1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.

1-E. Insufficient Funds. The Association may levy a charge of $25 for any check returned to the Association marked "not sufficient funds" or the equivalent.

1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a Majority of the Board.

Section 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

Section 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

(1) Delinquent assessments

(2) Current assessments

(3) Attorney fees and costs associated with delinquent assessments

(4) Other attorney's fees

(5) Fines

(6) Any other amount

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner in its sole and absolute discretion. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. The Association is not required to make a payment plan available to a Member after the Delinquency Cure Period allowed under Paragraph 5-B expires. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

3-C. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

3-D. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or

instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

3-E. Notice of Payment. If the Association receives full payment of the delinquency after Recording a notice of lien, the Association will cause a release of notice of lien to be publicly Recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and Recording the release.

3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

Section 4. LIABILITY FOR COLLECTION COSTS

4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

Section 5. COLLECTION PROCEDURES

5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's Manager, an attorney, or a debt collector.

5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that the Owner has forty-five (45) days for the Owner to cure the delinquency before further collection action is taken (the "**Delinquency Cure Period**"). The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.

5-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.

5-E. Notification of Mortgage Lender. The Association may notify the Mortgage lender of the default obligations.

5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services. In that event, at least thirty (30) business days prior to reporting to a credit bureau, a copy of the notice shall be sent via certified mail, hand delivery or electronic delivery to the defaulting Owner, which shall include a detailed report of all delinquent charges owed and information regarding any payment plan opportunities offered to the defaulting

Owner. The Association shall not report any delinquent charges, fines, or fees to a credit report services that are the subject of a pending dispute between the defaulting Owner and the Association. The defaulting Owner will not be liable for any costs or fees associated with any actual reporting of any delinquency to the credit reporting services.

5-G. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the Manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:

(1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within 45 days (unless such notice has previously been provided by the Association), then

(2) Lien Notice: Preparation of the Lien Notice and Demand for Payment Letter and Recordation of a Notice of Unpaid Assessment Lien. If the account is not paid in full within 30 days, then

(3) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within 30 days, then

(4) Foreclosure of Lien: Only upon specific approval by a majority of the Board.

5-H. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly Recorded. In that event, a copy of the notice will be sent to the defaulting Owner and may also be sent to the Owner's Mortgagee.

5-I. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

5-J. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his Occupant, whose account with the Association is delinquent for at least forty-five (45) days.

Section 6. GENERAL PROVISIONS

6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, Manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.

6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Documents and the laws of the State of Texas.

6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

6-D. Notices. Unless the Documents, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one Occupant is deemed notice to all Occupants. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

ATTACHMENT 5

HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.
RECORDS INSPECTION, COPYING AND RETENTION POLICY

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Harvest Ridge Master Covenant recorded in the Official Public Records of Travis County, Texas, and the Official Public Records of Bastrop County, Texas, as it may be amended from time to time (the "**Covenant**").

Note: Texas statutes presently render null and void any restriction in the Covenant which restricts or prohibits the inspection, copying and/or retention of association records and files in violation of the controlling provisions of the Texas Property Code or any other applicable state law. The Board has adopted this policy in lieu of any express prohibition or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant.

1. **Written Form**. The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

2. **Request in Writing; Pay Estimated Costs In Advance**. An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an Assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

3. **Period of Inspection**. Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) business days along with either: (i) another date within an additional fifteen (15) business days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) a notice that after a diligent search, the requested records are missing and cannot be located.

4. **Records Retention**. The Association shall keep the following records for at least the time periods stated below:

a. **PERMANENT**: The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Covenant, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto Recorded in the property records to be effective against any Owner and/or Member of the Association.

b. **FOUR (4) YEARS**: Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.

c. **FIVE (5) YEARS**: Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association, and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.

d. **SEVEN (7) YEARS**: Minutes of all meetings of the Board and the Owners.

e. **SEVEN (7) YEARS**: Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.

f. **GENERAL RETENTION INSTRUCTIONS**: "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2017, and the retention period is five (5) years, the retention period begins on December 31, 2017 and ends on December 31, 2022. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

5. **Confidential Records**. As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

6. **Attorney Files**. Attorney's files and records relating to the Association (excluding invoices requested by an Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

7. **Presence of Board Member or Manager; No Removal**. At the discretion of the Board or the Association's Manager, certain records may only be inspected in the presence of a Board member or employee of the Association's Manager. No original records may be removed from the office without the express written consent of the Board.

TEXAS ADMINISTRATIVE CODE
TITLE 1, PART 3, CHAPTER 70
RULE §70.3 - CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

(a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).

(b) Copy charge.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is $.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--$1.00;

(B) Magnetic tape--actual cost;

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--$1.00;

(F) Non-rewritable CD (CD-R)--$1.00;

(G) Digital video disc (DVD)--$3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--$2.50;

(K) Audio cassette--$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--$.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

(c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

(1) The hourly charge for a programmer is $28.50 an hour. Only programming services shall be charged at this hourly rate.

(2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

(d) Labor charge for locating, compiling, manipulating data, and reproducing public information.

(1) The charge for labor costs incurred in processing a request for public information is $15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(e) Overhead charge.

(1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $15.00 x .20 = $3.00; or Programming labor charge, $28.50 x .20 = $5.70. If a request requires one hour of labor charge for locating, compiling, and reproducing information ($15.00 per hour); and one hour of programming labor charge ($28.50 per hour), the combined overhead would be: $15.00 + $28.50 = $43.50 x .20 = $8.70.

(f) Microfiche and microfilm charge.

(1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(2) If only a master copy of information in microfilm is maintained, the charge is $.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) Remote document retrieval charge.

(1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--$10 per CPU minute; Midsize--$1.50 per CPU minute; Client/Server--$2.20 per clock hour; PC or LAN--$1.00 per clock hour.

(4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU

clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $10 / 3 = $3.33; or $10 / 60 x 20 = $3.33.

(5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

(i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).

(l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(m) These charges are subject to periodic reevaluation and update.

Source Note: The provisions of this §70.3 adopted to be effective September 18, 1996, 21 TexReg 8587; amended to be effective February 20, 1997, 22 TexReg 1625; amended to be effective December 3, 1997, 22 TexReg 11651; amended to be effective December 21, 1999, 24 TexReg 11255; amended to be effective January 16, 2003, 28 TexReg 439; amended to be effective February 11, 2004, 29 TexReg 1189; transferred effective September 1, 2005, as published in the Texas Register September 29, 2006, 31 TexReg 8251; amended to be effective February 22, 2007, 32 TexReg 614

ATTACHMENT 6

HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.
STATUTORY NOTICE OF POSTING AND RECORDATION OF ASSOCIATION GOVERNING DOCUMENTS

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Harvest Ridge Master Covenant recorded in the Official Public Records of Travis County, Texas, and the Official Public Records of Bastrop County, Texas, as it may be amended from time to time (the "**Covenant**").

1. **Dedicatory Instruments**. As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the Covenant, the Development Area Declaration, or any similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association; (b) properly adopted rules and regulations of the property owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations. The term "dedicatory instrument" is referred to in this notice and the Covenant as the "Documents."

2. **Recordation of All Documents**. The Association shall file all of the Documents in the real property records of each county in which the property to which the Documents relate is located. Any dedicatory instrument comprising one of the Documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.

3. **Online Posting of Documents**. The Association shall make all of the Recorded Documents relating to the Association or Development available on a website maintained by the Association, or a management company on behalf of the Association, and available to the Associations Members.

4. **Management Certificate**. The Association will maintain and update, as needed, a Management Certificate that contains: (a) the name of the subdivision; (b) the name of the Association; (c) the recording data for the subdivision; (d) the recording data for the Covenant and any amendments; (e) the name and mailing address of the Association; (f) the name, and mailing address, telephone number, and e-mail address of the person managing the Association or the Association's designated representative; (g) the website address where the Association's dedicatory instruments are available; (h) the amount and description of fees charged by the Association relating to a property transfer in the subdivision; and (i) any other information the Association considers appropriate. The Management Certificate must be signed and acknowledged by an officer or the managing agent of the Association. An amended Management Certificate must be recorded not later than the thirtieth (30th) day after the date the Association has notice of a change in any information in the recorded certificate. Not later than the seventh day after the date a Management Certificate or amendment is recorded, the document will also be electronically filed with the Texas Real Estate Commission. The preceding sentence notwithstanding, the Association shall not be required to file a Management Certificate with the Texas Real Estate Commission until June 1, 2022.

ATTACHMENT 7

HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.
EMAIL REGISTRATION POLICY

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Harvest Ridge Master Covenant recorded in the Official Public Records of Travis County, Texas, and the Official Public Records of Bastrop County, Texas, as it may be amended from time to time (the "**Covenant**").

1. **Purpose**. The purpose of this Email Registration Policy is to facilitate proper notice of annual and special meetings of Members of the Association pursuant to Section 209.0051(e) of the Texas Property Code.

2. **Email Registration**. Should an Owner wish to receive any and all email notifications of annual and special meetings of members of the Association, it is the Owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current with the Association. In order to register an email address, an Owner must provide his/her name, address, phone number and email address through the method provided on the Association's website, if any, and/or to the official contact information provided by the Association for the Association's management company.

3. **Failure to Register**. An Owner may not receive email notification or communication of annual or special meetings of Members of the Association should the Owner fail to register his/her email address with the Association and/or properly and timely maintain an accurate email address with the Association. Correspondence to the Association and/or the Association's management company from an email address or by any method other than the method described in Paragraph No. 2 above will not be considered sufficient to register such email address with the Association.

4. **Amendment**. The Association may, from time to time, modify, amend, or supplement this Policy or any other rules regarding email registration.

ATTACHMENT 8

HARVEST RIDGE MASTER COMMUNITY, INC.
GENERATOR POLICY

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Harvest Ridge Master Covenant recorded in the Official Public Records of Travis County, Texas, and the Official Public Records of Bastrop County, Texas, as it may be amended from time to time (the "**Covenant**").

A. ARCHITECTURAL REVIEW APPROVAL REQUIRED

As part of the installation and maintenance of a generator on an Owner's Lot, an Owner may submit plans for and install a standby electric generator ("**Generator**") upon written approval by the architectural review authority under the Covenant (the **"Harvest Ridge Reviewer**").

B. GENERATOR PROCEDURES AND REQUIREMENTS

1. Application. Approval by the Harvest Ridge Reviewer is required prior to installing a Generator. To obtain the approval of the Harvest Ridge Reviewer for a Generator, the Owner shall provide the Harvest Ridge Reviewer with the following information: (i) the proposed site location of the Generator on the Owner's Lot; (ii) a description of the Generator, including a photograph or other accurate depiction; and (iii) the size of the Generator (the **"Generator Application"**). A Generator Application may only be submitted by a tenant if the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Generator Application. The Harvest Ridge Reviewer is not responsible for: (i) errors or omissions in the Generator Application submitted to the Harvest Ridge Reviewer for approval; (ii) supervising installation or construction to confirm compliance with an approved Generator Application or (iii) the compliance of an approved application with Applicable Law.

2. Approval Conditions. Each Generator Application and all Generators to be installed in accordance therewith must comply with the following:

(i) The Owner must install and maintain the Generator in accordance with the manufacturer's specifications and meet all applicable governmental health, safety, electrical, and building codes.

(ii) The Owner must use a licensed contractor(s) to install all electrical, plumbing, and fuel line connections and all electrical connections must be installed in accordance with all applicable governmental health, safety, electrical, and building codes.

(iii) The Owner must install all natural gas, diesel fuel, biodiesel fuel, and/or hydrogen fuel line connections in accordance with applicable governmental health, safety, electrical, and building codes.

(iv) The Owner must install all liquefied petroleum gas fuel line connections in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.

(v) The Owner must install and maintain all non-integral standby Generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

(vi) The Owner must maintain in good condition the Generator and its electrical lines and fuel lines. The Owner is responsible to repair, replace, or remove any deteriorated or unsafe component of a Generator, including electrical and fuel lines.

(vii) The Owner must screen a Generator if it is visible from the street faced by the residence, located in an unfenced side or rear yard of a Lot, and is visible either from an adjoining residence or from adjoining property owned by the Association, and/or is located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.

(viii) The Owner may only perform periodic testing of the Generator consistent with the manufacturer's recommendations between the hours of 9 a.m. to 5 p.m., Monday through Friday.

(ix) No Owner shall use the Generator to generate all or substantially all of the electric power to the Owner's residence unless the utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

(x) No Owner shall locate the Generator (i) in the front yard of a residence; or (ii) in the side yard of a residence facing a street.

(xi) No Owner shall locate a Generator on property owned by the Association.

(xii) No Owner shall locate a Generator on any property owned in common by members of the Association.

3. Process. Any proposal to install a Generator on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this Generator Policy when considering any such request.

4. Approval. Each Owner is advised that if the Generator Application is approved by the ACC, installation of the Generator must: (i) strictly comply with the Generator Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Generator to be installed in accordance with the approved Generator

Application, the Harvest Ridge Reviewer may require the Owner to: (a) modify the Generator Application to accurately reflect the Generator installed on the Property; or (b) remove the Generator and reinstall the Generator in accordance with the approved Generator Application. Failure to install the Generator in accordance with the approved Generator Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Covenant and may subject the Owner to fines and penalties. Any requirement imposed by the Harvest Ridge Reviewer to resubmit a Generator Application or remove and relocate a Generator in accordance with the approved Generator Application shall be at the Owner's sole cost and expense.

ATTACHMENT 9

HARVEST RIDGE MASTER COMMUNITY, INC.
RELIGIOUS DISPLAY POLICY

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Harvest Ridge Master Covenant recorded in the Official Public Records of Travis County, Texas, and the Official Public Records of Bastrop County, Texas, as it may be amended from time to time (the "**Covenant**").

1. **Display of Religious Items**. Section 202.018 of the Texas Property Code provides certain rights for an Owner or Occupant to display or affix one or more religious items on the Owner's or Occupant's property. The display of which is motivated by the Owner's or Occupant's sincere religious belief.

2. **Content Prohibitions**. No religious item may be displayed that: (a) threatens the public health or safety; (b) violates a law other than a law prohibiting the display of religious speech; or (c) contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content.

3. **Location Restrictions**. No religious item may be displayed that: (a) is installed on property owned or maintained by the Association; (b) installed on or within Common Area; (c) violates any applicable building line, right-of-way, setback, or easement; or (d) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

4. **Removal**. The Association may cause to be removed any item which is in violation of the terms and provisions of this policy.

5. **Conflicts**. To the extent that any provision of the Association's recorded covenants restrict or prohibit an Owner or Occupant from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions, and the provisions of this policy shall control.

6. **Amendment**. This policy may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

ATTACHMENT 10

HARVEST RIDGE MASTER COMMUNITY, INC.
POOL FENCING AND SECURITY DEVICES/FENCES POLICY

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Harvest Ridge Master Covenant recorded in the Official Public Records of Travis County, Texas, and the Official Public Records of Bastrop County, Texas, as it may be amended from time to time (the "**Covenant**").

1. **Approval Required**. All improvements, including the installation of pool fencing, security measures, and security fencing, must be submitted for approval in accordance with the Harvest Ridge Reviewer. Written approval must be furnished to the Owner before installation or construction may commence.

2. **Swimming Pool Enclosures**. The term "**Swimming Pool Enclosure**" means a fence surrounding a water feature, including a swimming pool or spa, consisting of transparent mesh or clear panels set in metal frames, is not more than six feet (6') in height and is designed not to be climbable. An Owner must submit any request to install a Swimming Pool Enclosure to the Harvest Ridge Reviewer for approval. The Harvest Ridge Reviewer will apply its architectural requirements to the request; however, the Harvest Ridge Reviewer may not deny an Owner's request to install a Swimming Pool Enclosure if the Swimming Pool Enclosure conforms to Applicable Law and the Swimming Pool Enclosure is black in color and consists of transparent mesh set in metal frames.

3. **Security Measures**. To the extent an Owner is authorized by law to build or install security measures, including, but not limited to, a security camera, motion detector, or security/perimeter fencing, the Owner must still submit a request for architectural approval to the Harvest Ridge Reviewer in accordance with the Association's architectural review requirements for the construction of or installation of Improvements. Front yard fencing is discouraged. However, if an Owner desires to install security fencing in the front yard, the fencing must consist of ornamental wrought iron or metal fencing (painted black) with the following general specifications: pickets ¾" square; rails 1 ½" square; standard posts 2 ½" square; picket spacing between 3" and 4"; post spacing 8' OC; height between 48" and 60". Slats, planks, or other solid material may not be installed on metal fencing.

4. **Amendment**. This policy may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Aug 01, 2024 06:01 PM Fee: $81.00
2024085427
Electronically Recorded

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

HARVEST
Ridge
ELGIN • TEXAS

FIRST SUPPLEMENT TO COMMUNITY MANUAL

Bastrop County and Travis County, Texas

Cross-reference to that certain Harvest Ridge Master Covenant, recorded under Document No. 2022170416, Official Public Records of Travis County, Texas, and under Document No. 202222289, Official Public Records of Bastrop County, Texas, as may be amended from time to time (the "Covenant"); and certain Harvest Ridge Community Manual, recorded under Document No. 2022170665, Official Public Records of Travis County, Texas, and under Document No. 202222340, Official Public Records of Bastrop County, Texas, as may be amended from time to time. These policies and rules amend and supplement all previously adopted dedicatory instruments, governing documents, rules, and resolutions. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Covenant.

FIRST SUPPLEMENT TO HARVEST RIDGE COMMUNITY MANUAL

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INTRODUCTION

FINE AND ENFORCEMENT POLICY ATTACHMENT A

ASSESSMENT COLLECTION POLICY ATTACHMENT B

PLEASE NOTE THAT THESE POLICIES AND RULES ARE NOT ALL OF THE RESTRICTIONS, RULES, OR POLICIES FOR THE ASSOCIATION. IN THE EVENT THESE POLICIES AND RULES CONFLICT WITH A PREVIOUSLY RECORDED DEDICATORY INSTRUMENT, THESE POLICIES AND RULES SHALL CONTROL.

INTRODUCTION

This **FIRST SUPPLEMENT TO HARVEST RANCH COMMUNITY MANUAL** (this "**Supplement**"), is made and executed **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Declarant**"), and is as follows:

A. Declarant previously executed that certain Harvest Ridge Master Covenant, recorded under Document No. 2022170416, Official Public Records of Travis County, Texas, and under Document No. 202222289, Official Public Records of Bastrop County, Texas, as may be amended from time to time (the "**Covenant**"); and certain Harvest Ridge Community Manual, recorded under Document No. 2022170665, Official Public Records of Travis County, Texas, and under Document No. 202222340, Official Public Records of Bastrop County, Texas, as may be amended from time to time (the "**Community Manual**"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Covenant.

B. Pursuant to *Article* 1 of the Covenant, Declarant reserved the right to amend or supplement the Community Maul during the Development Period (as defined in the Covenant). The Development Period has not expired.

C. Declarant now desires to supplement the Community Manual with the policies, Rules and Regulations attached hereto. This Supplement may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

D. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Covenant and the Community Manual.

EXECUTED to be effective as of the date this Supplement is Recorded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Supplement on the 29 day of July, 2024.

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business
in Texas as **BROHN HOMES**

By: _____
Adam Boenig, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 29 day of July, 2024, by Adam Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

_____
Notary Public Signature

Lisa Marie Rivenbark
My Commission Expires
11/14/2027
Notary ID 12357594

ATTACHMENT A

HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.
FINE AND ENFORCEMENT POLICY

1. Background. Harvest Ridge community is subject to that certain Harvest Ridge Master Covenant recorded in the Official Public Records of Travis County, Texas, and the Official Public Records of Bastrop County, Texas, as it may be amended from time to time (the "**Covenant**"). In accordance with the Covenant, Harvest Ridge Residential Community, Inc., a Texas non-profit corporation (the "**Association**"), was created to administer the terms and provisions of the Covenant. Unless the Covenant or Applicable Law expressly provides otherwise, the Association acts through a majority of its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability, as each may be amended from time to time, and any rules and regulations promulgated by the Association pursuant to the Covenant or any Development Area Declaration, as adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Covenant and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Documents.

   The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this policy is in conflict with the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

   Terms used in this policy, but not defined, shall have the meaning ascribed to such term in the Documents.

2. Policy. The Association uses fines to discourage violations of the Documents, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Documents. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.

3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Documents by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.

4. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association has established a schedule of fines (the "**Schedule of Fines**") for certain types of violations of the Documents, which may be amended from time to time by the Association. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Documents. If the Association allows

fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.

5. Violation Notice. Except as set forth in Section 5(C) below, before levying a fine, the Association will give (i) a written violation notice via certified mail to the Owner (at the Owner's last known address as shown in the Association records) (the "**Violation Notice**") and (ii) an opportunity to be heard, if requested by the Owner. The Association's Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the Individual Assessment, suspension action, or other charge; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation and a reasonable timeframe in which the violation is required to be cured to avoid the fine or suspension; (5) the amount of the possible fine; (6) a statement that no later than the thirtieth (30th) day after the date the notice was mailed, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (7) a statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section *et seq*), if the Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:

(A) First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in (1) – (7) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the *Schedule of Fines* may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.

(B) Types of Violations. If the violation is of an uncurable nature or poses a threat to public health or safety (as exemplified in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in (1), (2), (3), (5), (6), and (7) above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. For purposes of this section, a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident. For purposes of this section, a violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. For purposes of this subsection, the nonrepetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.

The following are examples of acts considered uncurable for purposes of this section:

(1) shooting fireworks;

(2) an act constituting a threat to health or safety;

(3) a noise violation that is not ongoing;

(4) property damage, including the removal or alteration of landscape; and

(5) holding a garage sale or other event prohibited by a dedicatory instrument.

The following are examples of acts considered curable for purposes of this section:

(1) a parking violation;

(2) a maintenance violation;

(3) the failure to construct improvements or modifications in accordance with approved plans and specifications; and

(4) an ongoing noise violation such as a barking dog.

(C) Repeat Violation without Attempt to Cure. If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, then the Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. After an Owner has been provided a Violation Notice as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines*, if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

6. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the "**Request**") to the Association's manager (or the Board if there is no manager) within thirty (30) days after receiving the violation notice. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least (10) days' before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the

Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the Violation Notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit A.

7. Due Date. Fine and/or damage charges are due immediately if the violation is uncurable or poses a threat to public health or safety. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the first Violation Notice ends and the Owner does not attempt to cure the violation or the attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

8. Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in Section 5.11 of the Covenant and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to Section 5.01(b) of the Covenant. The fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to Article 5 of the Covenant.

9. Levy of Fine. Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.

10. Foreclosure. The Association may not foreclose its assessment lien on a debt consisting solely of fines.

11. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

12. Notice of Policy. The Association shall provide a copy of this Fine and Enforcement Policy to each Owner by either (1) posting the Fine and Enforcement Policy on the Association's website (or posted by an agent acting on behalf of the Association) and accessible to members of the Association, or (2) annually sending a copy of the Fine and Enforcement Policy, which may be separate or included in routine communication from the Association to Owners, by (i) hand

delivery to the Owner, (ii) first class mail to the Owner's last known mailing address, or (iii) e-mail to an e-mail address provided to the Association by the Owner. In addition, the Fine and Enforcement Policy shall be made available on any publicly accessible Internet website maintained by the Association or an agent acting on behalf of the Association.

Schedule of Fines

The Board has adopted the following general schedule of fines for categories of violations of the Documents. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Documents. The Board may elect to pursue such additional remedies at any time in accordance with Applicable Law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

FINES FOR VIOLATIONS OF THE DOCUMENTS‡:

Category of Violation	Notice	Fine Amount
Curable Violation	**Courtesy Letter (if sent)**	**None**
	Violation Letter (if sent)	**None**
	1st Notice of Fine Letter (Demand Letter	**$55.00**
	2nd Notice of Fine Letter	**$75.00**
	3rd Notice of Fine Letter	**$105.00**
	Subsequent Notice of Fine Letters	**$105.00**
Uncurable Violation*	**Fine Letter for Violation of the Covenant regarding leasing of Units**	**$1,000.00**
	Fine Letter for all other Uncurable Violations	**$200.00**

****Fines for uncurable violations will be assessed in the following amounts, with each day of the violation being considered a separate offense.***

‡ Any fines leived by the Association is the personal obligation of the Owner. The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.

EXHIBIT A

HEARING BEFORE THE BOARD

Note: An individual will act as the Association's representative (the "**Association Representative**"). The Association Representative will provide introductory remarks and administer the hearing agenda.

I. **Introduction**

Association Representative: The Board of Directors has convened to conduct a hearing at the written request of an owner.

This hearing is being conducted as required by Section 209.007 of the Texas Property Code, and is an opportunity for the Association and the owner to discuss and verify facts and attempt to resolve the matter at issue. If no resolution is reached during the hearing, the Association will communicate its decision in writing within fifteen (15) days.

II. **Presentation of Facts**

Association Representative: This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present any information the Association wishes to offer. After the Association's representative has finished the presentation, the owner or any representative will be given the opportunity to present information and issues relevant to the appeal or dispute.

[Presentations]

III. **Discussion**

Association Representative: This portion of the hearing is to permit the Board and the owner to discuss matters relevant to the violation.

IV. **Resolution**

Association Representative: [Announce any agreement or resolution or state that the Board will take the matter under advisement]

V. **Adjournment**

Association Representative: At this time the hearing is adjourned.

ATTACHMENT B

HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.
ASSESSMENT COLLECTION POLICY

Harvest Ridge is a community (the "**Community**") created by and subject to the Harvest Ridge Master Covenant, recorded in the Official Public Records of Travis County, Texas, and the Official Public Records of Bastrop County, Texas, as it may be amended from time to time (the "**Covenant**"). The operation of the Community is vested in Harvest Ridge Residential Community, Inc., a Texas non-profit corporation (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability, and rules and regulations promulgated by the Association pursuant to the Covenant or any Development Area Declaration, as adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Documents.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Documents. Terms used in this policy, but not defined, shall have the meaning ascribed to such term in the Documents.

SECTION 1. DELINQUENCIES, LATE CHARGES & INTEREST

1-A. Due Date. An Owner will timely and fully pay Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.

1-C. Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of $25 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.

1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.

1-E. Insufficient Funds. The Association may levy a charge of $25 for any check returned to the Association marked "not sufficient funds" or the equivalent.

1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a Majority of the Board.

SECTION 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

SECTION 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

(1) Delinquent assessments	(4) Other attorney's fees
(2) Current assessments	(5) Fines
(3) Attorney fees and costs associated with delinquent assessments	(6) Any other amount

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner in its sole and absolute discretion. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. The Association is not required to make a payment plan available to a Member after the Delinquency Cure Period allowed under Paragraph 5-B expires. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

3-C. Partial and Conditioned Payment. The Association may refuse to accept partial payment (*i.e.*, less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

3-D. Notice of Payment. If the Association receives full payment of the delinquency after Recording a notice of lien, the Association will cause a release of notice of lien to be publicly Recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and Recording the release.

3-E. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

SECTION 4. LIABILITY FOR COLLECTION COSTS

4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

SECTION 5. COLLECTION PROCEDURES

5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's Manager, an attorney, or a debt collector.

5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that the Owner has forty-five (45) days for the Owner to cure the delinquency before further collection action is taken (the "**Delinquency Cure Period**"). The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.

5-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.

5-E. Notification of Mortgage Lender. The Association may notify the Mortgage lender of the default obligations.

5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services. In that event, at least thirty (30) business days prior to reporting to a credit bureau, a copy of the notice shall be sent via certified mail, hand delivery or electronic delivery to the defaulting Owner, which shall include a detailed report of all delinquent charges owed and information regarding any payment plan opportunities offered to the defaulting Owner. The Association shall not report any delinquent charges, fines, or fees to a credit report services that are the subject of a pending dispute between the defaulting Owner and the Association. The defaulting Owner will not be liable for any costs or fees associated with any actual reporting of any delinquency to the credit reporting services.

5-G. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the Manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:

(1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within forty-five (45) days (unless such notice has previously been provided by the Association), then

(2) Lien Notice: Preparation of the Lien Notice and Demand for Payment Letter and Recordation of a Notice of Unpaid Assessment Lien. If the account is not paid in full within thirty (30) days, then

(3) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within thirty (30) days, then

(4) Foreclosure of Lien: Only upon specific approval by a majority of the Board.

5-H. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly Recorded. Before the Association's attorney causes a notice of the Association's Assessment lien against the Owner's home to be publicly Recorded, the Association must provide notice(s) of delinquency in accordance with the following.

(1) First Notice: The First Notice of delinquency must be provided to Owner by either (i) first class mail to the Owner's last known mailing address, as reflected in the records maintained by the Association, or (ii) by e-mail to an e-mail address the Owner has provided to the Association. If the account is not paid in full within thirty (30) days, then

(2) Second Notice: The Second Notice of delinquency must be provided to Owner by certified mail, return receipt requested, to the Owner's last known mailing address, as reflected in the records maintained by the Association, not earlier than the thirtieth (30th) day after the First Notice is given.

The First Notice and Second Notice may also be sent to the Owner's Mortgagee. The Association may not file the Association's Assessment lien against the Owner's home until the ninetieth (90th) day after the date the Second Notice of delinquency was sent to the Owner. This section shall not apply to an Owner covered by the Servicemembers Civil Relief Act (50 U.S.C. Section 3901 et seq.) the protections to which the Owner is entitled under the Act.

5-I. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

5-J. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his Occupant, whose account with the Association is delinquent for at least forty-five (45) days.

SECTION 6. GENERAL PROVISIONS

6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, Manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.

6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Documents and the laws of the State of Texas.

6-C. Limitations of Interest. The Association, and its officers, directors, Managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by Applicable Law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

6-D. Notices. Unless the Documents, Applicable Law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one Occupant is deemed notice to all Occupants. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS

KRISTA BARTSCH, County Clerk
Bastrop Texas
October 24, 2022 08:15:47 AM **202222340**
FEE: $206.00
MISCELLANEOUS

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

HARVEST
Ridge
ELGIN • TEXAS

COMMUNITY MANUAL

Bastrop County and Travis County, Texas

CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation doing business in Texas as **BROHN HOMES**, as Declarant under the Harvest Ridge Master Covenant, recorded under Document No. 2022170416, Official Public Records of Travis County, Texas, and under Document No. 202222289 of the Official Public Records of Bastrop County, Texas, and the initial and sole member of Harvest Ridge Master Community, Inc., a Texas non-profit corporation (the "**Association**"), certifies that the foregoing Community Manual was adopted as part of the initial project documentation for Harvest Ridge. This Community Manual becomes effective when Recorded.

IN WITNESS WHEREOF, the undersigned has executed this Community Manual on the 20th day of ~~July~~ October, 2022.

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas as
BROHN HOMES

By: _____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 20th day of ~~July~~ October, 2022 by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

Lisa Marie Rivenbark
My Commission Expires
11/14/2023
ID No 12357594

_____
Notary Public Signature

Cross-reference to ~~Harvest Ridge~~ Master Covenant (the "**Covenant**") recorded under Document No. 2022170416, Official Public Records of Travis County, Texas, and under Document No. 202222289, Official Public Records of Bastrop County, Texas, as may be amended from time to time.

HARVEST RIDGE

COMMUNITY MANUAL

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HARVEST RIDGE
COMMUNITY MANUAL

CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation doing business in Texas as **BROHN HOMES**, is the developer of Harvest Ridge. The guiding principles for the Community have been set forth in the governing documents for Harvest Ridge which include the Development Documents and the Association Documents (both defined below) and are collectively referred to herein as the "Documents" (the "**Documents**"). The Documents include such instruments as the Master Covenant (the "**Covenant**"), any applicable Notices of Applicability, any applicable Development Area Declaration (the "**DAD**"), the Design Guidelines, if any, and this Community Manual (collectively referred to as the "**Development Documents**"), all of which are recorded in the property records by the developer generally prior to the time that you purchased your property. The Development Documents contain covenants, conditions and restrictions which not only encumber your property, but also have a legal and binding effect on all Owners and Occupants in the Community, now or in the future.

Under the Development Documents, the developer is the "**Declarant**" who has reserved certain rights to facilitate the development, construction, and marketing of the Community, including its size, shape and composition (the "**Development Period"**). Furthermore, the Development Documents identify and set forth the obligations of Harvest Ridge Master Community, Inc., the non-profit corporation created by the Declarant to exercise the authority and assume the powers described in the Covenant (the "**Association**"). Integral to the functioning of the Community, the Association's roles include owning, operating and maintaining various Common Areas and Community amenities, as well as administering and enforcing all of the Documents.

Other specific Documents include such instruments as the Certificate of Formation and Bylaws which set forth the corporate governance structure of the Association as well as the various Rules, which include rules, regulations, policies and procedures outlining the operation of the Association and required standards for use of property, activities and conduct (the "**Association Documents**"). It is the Association Documents which are included within this Community Manual, as further set forth herein.

Capitalized terms used but not defined in this Community Manual shall have the meaning ascribed to such terms in the Covenant.

This Community Manual becomes effective when Recorded.

ATTACHMENT 1

CERTIFICATE OF FORMATION

[attached]

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Harvest Ridge Residential Community, Inc.
File Number: 803587312

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/06/2020

Effective: 04/06/2020

Ruth R. Hughs
Secretary of State

Form 202		
Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709 Filing Fee: $25	**Certificate of Formation Nonprofit Corporation**	**Filed in the Office of the Secretary of State of Texas Filing #: 803587312 04/06/2020 Document #: 961228630002 Image Generated Electronically for Web Filing**

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

Harvest Ridge Residential Community, Inc.

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
Adam B. Boenig

C. The business address of the registered agent and the registered office address is:

Street Address:
6720 Vaught Ranch Road, Suite 200 Austin TX 78730

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☑ B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

☐ A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

☑ B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Adam B. Boenig**	Title: **Director**
Address: **6720 Vaught Ranch Road, Suite 200 Austin TX, USA 78730**	
Director 2: **Tyler Gatewood**	Title: **Director**
Address: **6720 Vaught Ranch Road, Suite 200 Austin TX, USA 78730**	
Director 3: **Brad Boenig**	Title: **Director**
Address: **6720 Vaught Ranch Road, Suite 200 Austin TX, USA 78730**	

Article 4 - Organization Structure

☑ A. The corporation will have members.

or

☐ B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. In furtherance of its

powers, the Association shall have the following powers which, unless indicated otherwise by this Certificate of Formation, that certain Harvest Ridge Master Covenant, to be recorded in the Official Public Records of Travis County, Texas and the Official Public Records of Bastrop County, Texas, as the same may be amended from time to time (the "Covenant"), the Bylaws or Applicable Law, may be exercised by the Board of Directors:

(a) all rights and powers conferred upon nonprofit corporations by Applicable Law;

(b) all rights and powers conferred upon property associations by Applicable Law, in effect from time to time, provided, however, that the Association shall not have the power to institute, defend, intervene in, settle or compromise proceedings in the name of any Owner or Member; and

(c) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in this Certificate of Formation, the Bylaws, the Covenant, or Applicable Law.

Notwithstanding any provision in Article 12 to the contrary, any proposed amendment to the provisions of this Article 5 shall be adopted only upon an affirmative vote of Members holding one-hundred percent (100%) of the total number of votes of the Association and the Declarant during the Development Period.

Terms used but not defined in this Certificate of Formation shall have the meaning ascribed to such terms in the Covenant.

Supplemental Provisions / Information

ARTICLE 6: MEMBERSHIP

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Covenant. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

ARTICLE 7: VOTING RIGHTS

Voting rights of the members of the Association shall be determined as set forth in the Covenant.

ARTICLE 8: LIMITATION OF DIRECTOR LIABILITY

A member of the Board of Directors of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his or her capacity as a board member, except to the extent otherwise expressly provided by Applicable Law. Any repeal or modification of this Article shall be

prospective only, and shall not adversely affect any limitation of the personal liability of a member of the Board of Directors existing at the time of the repeal or modification.

ARTICLE 9: INDEMNIFICATION

Each person who acts as a member of the Board of Directors, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him or her in connection with any civil or criminal action, suit or proceeding in which he or she may be named as a party defendant or in which he or she may be a witness by reason of his or her being or having been a member of the Board of Directors, officer, or committee member of the Association, or by reason of any action alleged to have been taken or omitted by him or her in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in Section 3.07 of the Covenant.

ARTICLE 10:DISSOLUTION

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Covenant. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE 11: ACTION WITHOUT MEETING

Any action required or permitted by Applicable Law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all the Members entitled to vote thereon were present. If the action is proposed by the Association, the Board of Directors shall provide each Member written notice at least ten (10) days in advance of the date the Board proposes to initiate securing consent as contemplated by this Article 11. Consents obtained pursuant to this Article 11 shall be dated and signed within sixty (60) days after receipt of the earliest dated consent and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE 12: AMENDMENT

Except as otherwise provided by the terms and provisions of Article 5 of this Certificate of Formation, this Certificate of Formation may be amended by the Declarant during the Development Period or by a Majority of the Board of Directors; provided, however, that any amendment to this Certificate of Formation by a Majority of the Board of Directors must be approved in advance and in writing by the Declarant during the Development Period.

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below.

Kevin M. Flahive **100 Congress Avenue, Suite 1300, Austin, Texas 78701**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Kevin M. Flahive
Signature of organizer.

FILING OFFICE COPY

ATTACHMENT 2

BYLAWS
OF
HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.

ARTICLE I
INTRODUCTION

The name of the corporation is Harvest Ridge Residential Community, Inc., a Texas non-profit corporation, hereinafter referred to as the "**Association.**" The principal office of the Association shall initially be located in Travis County, Texas, but meetings of Members and Directors may be held at such places within the State of Texas as may be designated by the Board of Directors, as provided in these Bylaws.

The Association is organized to be a nonprofit corporation.

Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in that certain Harvest Ridge Master Covenant (the "Covenant"), recorded in the Official Public Records of Travis County, Texas, and in the Official Public Records of Bastrop County, Texas, including the number, qualification, appointment, removal, and replacement of Directors.

ARTICLE II
DEFINITIONS

Capitalized terms used but not defined in these Bylaws shall have the meaning ascribed to such terms in the Covenant.

ARTICLE III
MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

Section 3.1. Membership. Each Owner of a Lot or Condominium Unit is a mandatory Member of the Association, as more fully set forth in the Covenant.

Section 3.2. Place of Meetings. Meetings of the Association shall be held where designated by the Board, either within the Development or as convenient as possible and practical.

Section 3.3. Annual Meetings. There shall be an annual meeting of the Members of the Association for the purposes of Association-wide elections or votes and for such other Association business at such reasonable place, date and time as set by the Board.

Section 3.4. Special Meetings. Special meetings of Members may be called in accordance with Section 22.155 of the Texas Business Organizations Code or any successor statute.

Section 3.5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to

vote at such meeting or by publication in a newspaper of general circulation, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President, the Secretary, or the officers or persons calling the meeting. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage prepaid. If an election or vote of the Members will occur outside of a meeting of the Members (i.e., absentee or electronic ballot), then the Association shall provide notice to each Member no later than the 20th day before the latest date on which a ballot may be submitted to be counted.

Section 3.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting by a Member shall be deemed a waiver of notice of all business transacted at such meeting unless an objection by a Member on the basis of lack of proper notice is raised before the business is put to a vote.

Section 3.7. Quorum. Except as provided in these Bylaws or in the Covenant, the presence of the Members representing ten percent (10%) of the total votes in the Association shall constitute a quorum at all Association meetings. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Members to leave less than a quorum, provided that Members representing at least five percent (5%) of the total votes in the Association remain in attendance, and provided that any action taken is approved by at least a Majority of the votes present at such adjourned meeting, unless otherwise provided in the Covenant.

Section 3.8. Conduct of Meetings. The President or any other person appointed by the Board shall preside over all Association meetings, and the Secretary, or the Secretary's designee, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 3.9. Voting. The voting rights of the Members shall be as set forth in the Covenant, and such voting rights provisions are specifically incorporated by reference. Except as otherwise provided in the Covenant, action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a Majority of the total votes present at such meeting in person or proxy or by absentee ballot or electronic ballot, if such votes are considered present at the meeting as further set forth herein. Cumulative voting shall not be allowed. The person holding legal title to a Lot or Condominium Unit shall be entitled to cast the vote allocated to such Lot or Condominium Unit and not the person merely holding beneficial title to the same unless such right is expressly delegated to the beneficial Owner thereof in writing. **Any provision in the Association's governing documents that would disqualify an Owner from voting in an Association election of Board Members or on any matter concerning the rights or responsibilities of the Owner is void**.

Section 3.10. Methods of Voting: In Person; Proxies; Absentee Ballots; Electronically. On any matter as to which a Member is entitled individually to cast the vote for his Lot or Condominium Unit such vote may be cast or given: (a) in person or by proxy at a meeting of the Association; (b) by absentee

ballot; (c) by electronic ballot; or (d) by such other means as may be permitted by law and as adopted by the Board. Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the Member. Electronic votes constitute written and signed ballots. In an Association election, written and signed ballots are not required for uncontested races. Votes shall be cast as provided in this Section:

(a) Proxies. Any Member may give a revocable written proxy in the form as prescribed by the Board from time to time to any person authorizing such person to cast the Member's vote on any matter. A Member's vote by proxy is subject to any limitations of Texas law relating to the use of general proxies and subject to any specific provision to the contrary in the Covenant or these Bylaws. No proxy shall be valid unless signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than eleven (11) months after the effective date of the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Lot or Condominium Unit for which it was given.

(b) Absentee and Electronic Ballots. An absentee or electronic ballot: (i) may be counted as a Member present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (ii) may not be counted, even if properly delivered, if the Member attends any meeting to vote in person, so that any vote cast at a meeting by a Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (iii) may not be counted on the final vote of a proposal if the proposal was amended at the meeting to be different from the exact language on the absentee or electronic ballot. For the purposes of this Section, a nomination taken from the floor in a Board member election is not considered an amendment to the proposal for the election.

(i) *Absentee Ballots.* No absentee ballot shall be valid unless it is in writing, signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Absentee ballots shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall an absentee ballot be valid after the specific meeting or lawful adjournment of such meeting at which such ballot is counted or upon conveyance of the Lot or Condominium Unit for which it was given. Any solicitation for votes by absentee ballot must include:

a. an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;

b. instructions for delivery of the completed absentee ballot, including the delivery location; and

c. the following language: *"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and*

later choose to attend any meeting in person, in which case any in-person vote will prevail."

(ii) *Electronic Ballots.* "Electronic ballot" means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of the Member submitting the ballot can be confirmed; and (c) for which the Member may receive a receipt of the electronic transmission and receipt of the Member's ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Member that contains instructions on obtaining access to the posting on the website.

Section 3.11. Tabulation of and Access to Ballots. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election or vote except such person may be given access to the ballots cast in the election or vote as part of a recount process. A person tabulating votes in an Association election or vote or who performs a recount pursuant to *Section 3.12* may not disclose to any other person how an individual voted. Notwithstanding any provision of these Bylaws to the contrary, only a person who tabulates votes pursuant to this Section or performs a recount pursuant to *Section 3.12* shall be given access to any Association ballots.

Section 3.12. Recount of Votes. Any Member (the "**Recount Requesting Member**") may, not later than the fifteenth (15th) day after the later of the date of any meeting of Members at which an election or vote was held, or the date of the announcement of the results of the election or vote, require a recount of the votes (the "**Recount Request**"). A Recount Request must be submitted in writing either: (i) by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, with signature confirmation service to the Association's mailing address as reflected on the latest management certificate; or (ii) in person to the Association's managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed. The Recount Requesting Member shall be required to pay, in advance, expenses associated with the recount as estimated by the Association pursuant to subsection (a) below.

(a) Cost of Recount. The Association shall estimate the costs for performing the recount by a person qualified to tabulate votes under subsection (b), and no later than the 20th day after the date the Association receives the Recount Request, shall send an invoice for the estimated costs (the "**Initial Recount Invoice**") to the Recount Requesting Member at the Recount Requesting Member's last known address according to the Association's records. The Recount Requesting Member must pay the Initial Recount Invoice in full to the Association on or before the 30th day after the date the Initial Recount Invoice was delivered to the Recount Requesting Member (the "**Deadline**"). If the Initial Recount Invoice is not paid by the Recount Requesting Member by the Deadline, the Recount Requesting Member's Recount Request shall be considered withdrawn and the Association shall not be required to perform a recount. If the Initial Recount Invoice is paid by the Recount Requesting Member by the Deadline, then on or before the 30th day after the date of receipt of payment of the Invoice, the recount must be completed and the Association must provide each Recount Requesting Member with notice of the results of the recount. If the recount changes the results of the election, the Association shall reimburse the Recount Requesting Member for the cost of the recount not later than the 30th day after the date the results of the recount are provided. If the recount does not change the results of the election, and the estimated costs included on the Initial Recount Invoice are either lesser or greater than the actual costs of the recount, the Association shall send a final invoice (the "**Final Recount Invoice**") to the Recount

Requesting Member on or before the 30th business day after the date the results of the recount are provided. If the Final Recount Invoice reflects that additional amounts are owed by the Recount Requesting Member, the Recount Requesting Member shall remit such additional amounts to the Association immediately. Any additional amounts not paid to the Association by the Recount Requesting Member before the 30th business day after the date the Final Recount Invoice is sent may be charged as an Individual Assessment against the Recount Requesting Member. If the costs estimated in the Initial Recount Invoice costs exceed the amount reflected in the Final Recount Invoice, then the Recount Requesting Member shall be entitled to a refund, which such refund shall be paid at the time the Final Recount Invoice is delivered pursuant to this Section.

(b) Vote Tabulator. Following receipt of payment of the Initial Recount Invoice, the Association shall retain for the purpose of performing the recount, the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who: (i) is not a Member of the Association or related to a Member of the Association Board within the third degree by consanguinity or affinity; and (ii) is either a person agreed on by the Association and each person requesting a recount or is a current or former county judge, county elections administrator, justice of the peace or county voter registrar.

(c) Board Action. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

Section 3.13. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members or may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated, and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE IV
BOARD OF DIRECTORS

Section 4.1. Authority; Number of Directors.

(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate. The initial Directors shall serve until their successors are elected or appointed.

(b) In accordance with Section 3.03 of the Covenant, i.e., no later than the 10th anniversary of the date the Covenant is Recorded, the President of the Association will thereupon call a meeting of the Members of the Association (the "**Initial Member Election Meeting**") where the Members will elect one (1) Director, for a one (1) year term ("**First Member Elected Director**"). Declarant will continue to appoint and remove two-thirds of the Board after the Initial Member Election Meeting until expiration or

termination of the Development Period. Notwithstanding the foregoing, the First Member Elected Director's position will expire as of the date of the "Member Election Meeting" (as defined below)

(c) Upon expiration or termination of the Development Period, the Declarant will thereupon call a meeting of the Members of the Association where the Declarant-appointed Directors will resign and the Members will elect three (3) new directors (to replace all Declarant appointed Directors and the First Member Elected Director) (the "**Member Election Meeting**"), one (1) Director for a three (3) year term, one (1) Director for a two (2) year term, and one (1) Director for a one (1) year term (with the individual receiving the highest number of votes to serve the three (3) year term, the individual receiving the next highest number of votes to serve the two (2) year term, and the individual receiving the third highest number of votes to serve a one (1) year term). Upon expiration of the term of a Director elected by the Members pursuant to this *Section 4.1(c)*, his or her successor will be elected for a term of three (3) years.

(d) A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

(e) Each Director, other than Directors appointed by Declarant, shall be a Member. In the case of corporate, partnership, or other entity ownership of a Lot or Condominium Unit, the Director must be a duly authorized agent or representative of the corporation, partnership, or other entity that owns the Lot or Condominium Unit. Other than as set forth in this subparagraph (e), the Association may not restrict an Owner's right to run for a position on the Board.

Section 4.2. Compensation. The Directors shall serve without compensation for such service.

Section 4.3. Nominations to Board of Directors. Members may be nominated for election to the Board of Directors in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board of Directors a written petition of nomination; or

(b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek reelection in a writing addressed to the Board of Directors.

Section 4.4. Vacancies on Board of Directors. Except with respect to Directors appointed by Declarant, if the office of any elected Director shall become vacant by reason of death, resignation, or disability, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his position on the Board of Directors, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws. Except with respect to Directors appointed by the Declarant, any Board Member whose term has expired or who has been removed from the Board must be elected by the Members.

Section 4.5. Removal of Directors. Subject to the right of Declarant to nominate and appoint Directors as set forth in *Section 4.1* of these Bylaws, an elected Director may be removed, with or without cause, by a Majority of the Members that elected such Director.

Section 4.6. Solicitation of Candidate for Election to the Board. At least thirty (30) days before the date an Association disseminates absentee ballots or other ballots to Members for the purpose of voting in a Board election, the Association shall provide notice (the "**Solicitation Notice**") of the election to the Members. The Solicitation Notice shall: (a) solicit candidates that are eligible under *Section 4.1(e)* and interested in running for a position on the Board; (b) state that an eligible candidate has fifteen (15) days to respond to the Solicitation Notice and request to be placed on the ballot; and (c) must be: (1) mailed to each Member; (2) e-mailed to each Member that has registered their e-mail address with the Association; or (3) posted in a conspicuous manner reasonably designed to provide notice to Members, such as: (i) within the Common Area or, with the Member's consent, on other conspicuously located privately owned property within the subdivision; or (ii) on any website maintained by the Association or other internet media.

ARTICLE V
MEETINGS OF DIRECTORS

Section 5.1. Development Period. The provisions of this *Article V* do not apply to Board meetings during the Development Period (as defined in the Covenant), during which period the Board may take action by unanimous written consent in lieu of a meeting pursuant to *Section 5.10*, except with respect to a meeting conducted for the purpose of: (a) adopting or amending the Documents; (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

Section 5.2. Definition of Board Meetings. A meeting of the Board means a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action.

Section 5.3. Regular Meetings. Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 5.4. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 5.5. Quorum. A Majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a Majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 5.6. Open Board Meetings. All regular and special Board meetings must be open to Owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving: (a) personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) confidential communications with the Association's attorney; (f) matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed

in the minutes. The oral summary must include a general explanation of expenditures approved in executive session.

Section 5.7. Location. Except if otherwise held by electronic or telephonic means, a Board meeting must be held in the county in which the Development is located or in a county adjacent to that county, as determined in the discretion of the Board.

Section 5.8. Record; Minutes. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

Section 5.9. Notices. Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (a) mailed to each Member not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; **or** (b) provided at least one hundred forty-four (144) hours before the start of a regular board meeting, and at least seventy-two (72) hours before the start of a special board meeting: (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Members in a place located on the Association's common area or on any website maintained by the Association; and (ii) sending the notice by e-mail to each Member who has registered an e-mail address with the Association. It is the Member's duty to keep an updated e-mail address registered with the Association. The Board may establish a procedure for registration of email addresses, which procedure may be required for the purpose of receiving notice of Board meetings. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this Section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) hours after adjourning the meeting being continued.

Section 5.10. Unanimous Consent. During the Development Period, Directors may vote by unanimous written consent. Unanimous written consent occurs if all Directors individually or collectively consent in writing to a Board action. The written consent must be filed with the minutes of Board meetings. Action by written consent shall be in lieu of a meeting and has the same force and effect as a unanimous vote of the Directors. As set forth in *Section 5.1*, Directors may not vote by unanimous consent if the Directors are considering any of the following actions: (a) adopting or amending the Documents; (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members

Section 5.11. Meeting without Prior Notice. The Board may take action outside a meeting including voting by electronic or telephonic means without prior notice to the Members if each Board member is given a reasonable opportunity (i) to express his or her opinions to all other Board members and (ii) to vote. Any action taken without notice to Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, unless done in an open meeting for which prior notice was given to the Members pursuant to *Section 5.9* above, consider or vote

on: (a) fines; (b) damage assessments; (c) the initiation of foreclosure actions; (d) the initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (e) increases in assessments; (f) levying of special assessments; (g) appeals from a denial of architectural control approval; (h) a suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue; (i) the lending or borrowing of money; (j) the adoption of any amendment of a dedicatory instrument; (k) the approval of an annual budget or the approval of an amendment of an annual budget; (l) the sale or purchase of real property; (m) the filling of a vacancy on the Board; (n) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (o) the election of an officer.

Section 5.12. Telephone and Electronic Meetings. Any action permitted to be taken by the Board may be taken by telephone or electronic methods provided that: (1) each Board member may hear and be heard by every other Board member; (2) except for any portion of the meeting conducted in executive session: (i) all Members in attendance at the meeting may hear all Board members; and (ii) any Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a participating Board member at the same meeting; and (3) the notice of the Board meeting provides instructions to the Members on how to access the electronic or telephonic communication method used in the meeting. Participation in such a meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD

Section 6.1. Powers. The Board shall have power and duty to undertake any of the following actions, in addition to those actions to which the Association is authorized to take in accordance with the Covenant:

(a) adopt, amend, revoke, record, and publish the Rules;

(b) suspend the right of a Member to use of the Common Area during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Rules by such Member exists;

(c) exercise for the Association all powers, duties and authority vested in or related to the Association and not reserved to the membership by other provisions of the Documents;

(d) to enter into any contract or agreement with a municipal agency or utility company to provide electric utility service to all or any portion of the Development;

(e) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;

(f) employ such employees as they deem necessary, and to prescribe their duties;

(g) as more fully provided in the Covenant, to:

(1) fix the amount of the Assessments against each Lot and/or Condominium Unit in advance of each annual assessment period and any other assessments provided by the Covenant; and

(2) foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(h) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);

(i) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(j) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(k) exercise such other and further powers or duties as provided in the Covenant or by law.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 7.1. Enumeration of Offices. The officers of the Association shall be a President and a Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution.

Section 7.2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 7.3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner, or shall be removed or otherwise disqualified to serve.

Section 7.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6. Vacancies. A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to *Section 7.4*.

Section 7.8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. The Vice President, if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Assistant Secretaries. Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.

(e) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members.

Section 7.9. Duties. Except when the Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association, including without limitation checks from the Association's bank account. In the absence of Board designation, and unless otherwise provided herein, the President and the Secretary are the only persons authorized to execute instruments on behalf of the Association.

ARTICLE VIII
OTHER COMMITTEES OF THE BOARD OF DIRECTORS

The Board may, by resolution adopted by affirmative vote of a Majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action

to the Board of Directors and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

ARTICLE IX
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Documents shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X
ASSESSMENTS

As more fully provided in the Covenant, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Covenant.

ARTICLE XI
CORPORATE SEAL

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

ARTICLE XII
AMENDMENTS

These Bylaws may be amended by: (i) the Declarant until expiration or termination of the Development Period; or (ii) a Majority vote of the Board of Directors with the advance written consent of the Declarant until expiration or termination of the Development Period.

ARTICLE XIII
INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify every Director, Officer or Committee Member against, and reimburse and advance to every Director, Officer or Committee Member for, all liabilities, costs and expenses' incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the Texas Business Organizations Code and all other applicable laws at the time of such indemnification, reimbursement or advance payment; provided, however, no Director, Officer or Committee Member shall be indemnified for: (a) a breach of duty of loyalty to the Association or its Members; (b) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which such Director, Officer or Committee Member received an improper benefit, whether or not the benefit resulted from an action taken within the scope of directorship or office; or (d) an act or omission for which the liability of such Director, Officer or Committee Member is expressly provided for by statute.

ARTICLE XIV
MISCELLANEOUS

Section 14.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 14.2. Review of Statutes and Court Rulings. Users of these Bylaws should also review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by these Bylaws.

Section 14.3. Conflict. In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control; and in the case of any conflict between the Covenant and these Bylaws, the Covenant shall control. In the case of any conflict between these Bylaws and any provision of the applicable laws of the State of Texas, the conflicting aspect of the Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect.

Section 14.4. Interpretation. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions or articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

Section 14.5. No Waiver. No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ATTACHMENT 3

HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.
FINE AND ENFORCEMENT POLICY

1. Background. Harvest Ridge community is subject to that certain Harvest Ridge Master Covenant recorded in the Official Public Records of Travis County, Texas, and the Official Public Records of Bastrop County, Texas, as it may be amended from time to time (the "**Covenant**"). In accordance with the Covenant, Harvest Ridge Residential Community, Inc., a Texas non-profit corporation (the "**Association**"), was created to administer the terms and provisions of the Covenant. Unless the Covenant or Applicable Law expressly provides otherwise, the Association acts through a majority of its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability, as each may be amended from time to time, and any rules and regulations promulgated by the Association pursuant to the Covenant or any Development Area Declaration, as adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Covenant and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Documents.

   The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this policy is in conflict with the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

   Terms used in this policy, but not defined, shall have the meaning ascribed to such term in the Documents.

2. Policy. The Association uses fines to discourage violations of the Documents, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Documents. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.

3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Documents by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.

4. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Documents. If the Association allows fines to accumulate,

the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.

5. Violation Notice. Except as set forth in *Section 5(C)* below, before levying a fine, the Association will give (i) a written violation notice via certified mail to the Owner (at the Owner's last known address as shown in the Association records) (the "**Violation Notice**") and (ii) an opportunity to be heard, if requested by the Owner. The Association's Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the Individual Assessment, suspension action, or other charge; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation and a reasonable timeframe in which the violation is required to be cured to avoid the fine or suspension; (5) the amount of the possible fine; (6) a statement that no later than the thirtieth (30th) day after the date the notice was mailed, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (7) a statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section *et seq.*), if the Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:

(A) First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in (1) – (7) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the *Schedule of Fines* may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.

(B) Uncurable Violation/Violation of Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety (as exemplified in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in (1), (2), (3), (5), (6), and (7) above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines.*

(C) Repeat Violation without Attempt to Cure. If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, then the Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. After an Owner has been provided a Violation Notice as set forth herein and assessed fines in the amounts set

forth in the *Schedule of Fines*, if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

6. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the "**Request**") to the Association's manager (or the Board if there is no manager) within thirty (30) days after receiving the violation notice. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least (10) days' before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the Violation Notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit A.

7. Due Date. Fine and/or damage charges are due immediately if the violation is uncurable or poses a threat to public health or safety. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the first Violation Notice ends and the Owner does not attempt to cure the violation or the attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

8. Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in Section 5.11 of the Covenant and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to Section 5.01(b) of the Covenant. The fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to Article 5 of the Covenant.

9. Levy of Fine. Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.

10. Foreclosure. The Association may not foreclose its assessment lien on a debt consisting solely of fines.

11. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

Schedule of Fines

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Documents. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

FINES‡:

New Violation: **Notice of Violation**	**Fine Amount:** **$100.00 (if a curable violation, may be avoided if Owner cures the violation by the time specified in the notice)**
Repeat Violation (No Right to Cure or Uncurable Violation):	**Fine Amount:** **1st Notice $125.00** **2nd Notice $150.00** **3rd Notice $175.00** **4th Notice $200.00**
Continuous Violation: **Continuous Violation Notice**	**Amount TBD**

‡ The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.

EXHIBIT A

HEARING BEFORE THE BOARD

Note: An individual will act as the Association's representative (the "**Association Representative**"). The Association Representative will provide introductory remarks and administer the hearing agenda.

I. <u>Introduction</u>

Association Representative: The Board of Directors has convened to conduct a hearing at the written request of an owner.

This hearing is being conducted as required by Section 209.007 of the Texas Property Code, and is an opportunity for the Association and the owner to discuss and verify facts and attempt to resolve the matter at issue. If no resolution is reached during the hearing, the Association will communicate its decision in writing within fifteen (15) days.

II. <u>Presentation of Facts</u>

Association Representative: This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present any information the Association wishes to offer. After the Association's representative has finished the presentation, the owner or any representative will be given the opportunity to present information and issues relevant to the appeal or dispute.

[Presentations]

III. <u>Discussion</u>

Association Representative: This portion of the hearing is to permit the Board and the owner to discuss matters relevant to the violation.

IV. <u>Resolution</u>

Association Representative: [Announce any agreement or resolution or state that the Board will take the matter under advisement]

V. <u>Adjournment</u>

Association Representative: At this time the hearing is adjourned.

ATTACHMENT 4

HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.
ASSESSMENT COLLECTION POLICY

Harvest Ridge is a community (the "**Community**") created by and subject to the Harvest Ridge Master Covenant recorded in the Official Public Records of Travis County, Texas, and the Official Public Records of Bastrop County, Texas, as it may be amended from time to time (the "**Covenant**"). The operation of the Community is vested in Harvest Ridge Residential Community, Inc., a Texas non-profit corporation (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability, and rules and regulations promulgated by the Association pursuant to the Covenant or any Development Area Declaration, as adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Documents.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Documents. Terms used in this policy, but not defined, shall have the meaning ascribed to such term in the Documents.

Section 1. DELINQUENCIES, LATE CHARGES & INTEREST

1-A. Due Date. An Owner will timely and fully pay Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.

1-C. Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of $25 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.

1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.

1-E. Insufficient Funds. The Association may levy a charge of $25 for any check returned to the Association marked "not sufficient funds" or the equivalent.

1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a Majority of the Board.

Section 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

Section 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

(1) Delinquent assessments

(2) Current assessments

(3) Attorney fees and costs associated with delinquent assessments

(4) Other attorney's fees

(5) Fines

(6) Any other amount

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner in its sole and absolute discretion. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. The Association is not required to make a payment plan available to a Member after the Delinquency Cure Period allowed under Paragraph 5-B expires. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

3-C. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

3-D. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or

instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

3-E. Notice of Payment. If the Association receives full payment of the delinquency after Recording a notice of lien, the Association will cause a release of notice of lien to be publicly Recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and Recording the release.

3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

Section 4. LIABILITY FOR COLLECTION COSTS

4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

Section 5. COLLECTION PROCEDURES

5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's Manager, an attorney, or a debt collector.

5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that the Owner has forty-five (45) days for the Owner to cure the delinquency before further collection action is taken (the "**Delinquency Cure Period**"). The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.

5-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.

5-E. Notification of Mortgage Lender. The Association may notify the Mortgage lender of the default obligations.

5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services. In that event, at least thirty (30) business days prior to reporting to a credit bureau, a copy of the notice shall be sent via certified mail, hand delivery or electronic delivery to the defaulting Owner, which shall include a detailed report of all delinquent charges owed and information regarding any payment plan opportunities offered to the defaulting

Owner. The Association shall not report any delinquent charges, fines, or fees to a credit report services that are the subject of a pending dispute between the defaulting Owner and the Association. The defaulting Owner will not be liable for any costs or fees associated with any actual reporting of any delinquency to the credit reporting services.

5-G. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the Manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:

(1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within 45 days (unless such notice has previously been provided by the Association), then

(2) Lien Notice: Preparation of the Lien Notice and Demand for Payment Letter and Recordation of a Notice of Unpaid Assessment Lien. If the account is not paid in full within 30 days, then

(3) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within 30 days, then

(4) Foreclosure of Lien: Only upon specific approval by a majority of the Board.

5-H. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly Recorded. In that event, a copy of the notice will be sent to the defaulting Owner and may also be sent to the Owner's Mortgagee.

5-I. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

5-J. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his Occupant, whose account with the Association is delinquent for at least forty-five (45) days.

Section 6. GENERAL PROVISIONS

6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, Manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.

6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Documents and the laws of the State of Texas.

6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

6-D. Notices. Unless the Documents, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one Occupant is deemed notice to all Occupants. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

ATTACHMENT 5

HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.
RECORDS INSPECTION, COPYING AND RETENTION POLICY

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Harvest Ridge Master Covenant recorded in the Official Public Records of Travis County, Texas, and the Official Public Records of Bastrop County, Texas, as it may be amended from time to time (the "**Covenant**").

Note: Texas statutes presently render null and void any restriction in the Covenant which restricts or prohibits the inspection, copying and/or retention of association records and files in violation of the controlling provisions of the Texas Property Code or any other applicable state law. The Board has adopted this policy in lieu of any express prohibition or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant.

1. **Written Form**. The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

2. **Request in Writing; Pay Estimated Costs In Advance**. An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an Assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

3. **Period of Inspection**. Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) business days along with either: (i) another date within an additional fifteen (15) business days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) a notice that after a diligent search, the requested records are missing and cannot be located.

4. **Records Retention**. The Association shall keep the following records for at least the time periods stated below:

a. **PERMANENT**: The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Covenant, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto Recorded in the property records to be effective against any Owner and/or Member of the Association.

b. **FOUR (4) YEARS**: Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.

c. **FIVE (5) YEARS**: Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association, and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.

d. **SEVEN (7) YEARS**: Minutes of all meetings of the Board and the Owners.

e. **SEVEN (7) YEARS**: Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.

f. **GENERAL RETENTION INSTRUCTIONS**: "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2017, and the retention period is five (5) years, the retention period begins on December 31, 2017 and ends on December 31, 2022. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

5. **Confidential Records**. As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

6. **Attorney Files**. Attorney's files and records relating to the Association (excluding invoices requested by an Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

7. **Presence of Board Member or Manager; No Removal**. At the discretion of the Board or the Association's Manager, certain records may only be inspected in the presence of a Board member or employee of the Association's Manager. No original records may be removed from the office without the express written consent of the Board.

TEXAS ADMINISTRATIVE CODE
TITLE 1, PART 3, CHAPTER 70
RULE §70.3 - CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

(a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).

(b) Copy charge.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is $.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--$1.00;

(B) Magnetic tape--actual cost;

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--$1.00;

(F) Non-rewritable CD (CD-R)--$1.00;

(G) Digital video disc (DVD)--$3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--$2.50;

(K) Audio cassette--$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--$.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

(c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

(1) The hourly charge for a programmer is $28.50 an hour. Only programming services shall be charged at this hourly rate.

(2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

(d) Labor charge for locating, compiling, manipulating data, and reproducing public information.

(1) The charge for labor costs incurred in processing a request for public information is $15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(e) Overhead charge.

(1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $15.00 x .20 = $3.00; or Programming labor charge, $28.50 x .20 = $5.70. If a request requires one hour of labor charge for locating, compiling, and reproducing information ($15.00 per hour); and one hour of programming labor charge ($28.50 per hour), the combined overhead would be: $15.00 + $28.50 = $43.50 x .20 = $8.70.

(f) Microfiche and microfilm charge.

(1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(2) If only a master copy of information in microfilm is maintained, the charge is $.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) Remote document retrieval charge.

(1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--$10 per CPU minute; Midsize--$1.50 per CPU minute; Client/Server--$2.20 per clock hour; PC or LAN--$1.00 per clock hour.

(4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU

clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $10 / 3 = $3.33; or $10 / 60 x 20 = $3.33.

(5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

(i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).

(l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(m) These charges are subject to periodic reevaluation and update.

Source Note: The provisions of this §70.3 adopted to be effective September 18, 1996, 21 TexReg 8587; amended to be effective February 20, 1997, 22 TexReg 1625; amended to be effective December 3, 1997, 22 TexReg 11651; amended to be effective December 21, 1999, 24 TexReg 11255; amended to be effective January 16, 2003, 28 TexReg 439; amended to be effective February 11, 2004, 29 TexReg 1189; transferred effective September 1, 2005, as published in the Texas Register September 29, 2006, 31 TexReg 8251; amended to be effective February 22, 2007, 32 TexReg 614

ATTACHMENT 6

HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.
STATUTORY NOTICE OF POSTING AND RECORDATION OF ASSOCIATION GOVERNING DOCUMENTS

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Harvest Ridge Master Covenant recorded in the Official Public Records of Travis County, Texas, and the Official Public Records of Bastrop County, Texas, as it may be amended from time to time (the "**Covenant**").

1. **Dedicatory Instruments**. As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the Covenant, the Development Area Declaration, or any similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association; (b) properly adopted rules and regulations of the property owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations. The term "dedicatory instrument" is referred to in this notice and the Covenant as the "Documents."

2. **Recordation of All Documents**. The Association shall file all of the Documents in the real property records of each county in which the property to which the Documents relate is located. Any dedicatory instrument comprising one of the Documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.

3. **Online Posting of Documents**. The Association shall make all of the Recorded Documents relating to the Association or Development available on a website maintained by the Association, or a management company on behalf of the Association, and available to the Associations Members.

4. **Management Certificate**. The Association will maintain and update, as needed, a Management Certificate that contains: (a) the name of the subdivision; (b) the name of the Association; (c) the recording data for the subdivision; (d) the recording data for the Covenant and any amendments; (e) the name and mailing address of the Association; (f) the name, and mailing address, telephone number, and e-mail address of the person managing the Association or the Association's designated representative; (g) the website address where the Association's dedicatory instruments are available; (h) the amount and description of fees charged by the Association relating to a property transfer in the subdivision; and (i) any other information the Association considers appropriate. The Management Certificate must be signed and acknowledged by an officer or the managing agent of the Association. An amended Management Certificate must be recorded not later than the thirtieth (30th) day after the date the Association has notice of a change in any information in the recorded certificate. Not later than the seventh day after the date a Management Certificate or amendment is recorded, the document will also be electronically filed with the Texas Real Estate Commission. The preceding sentence notwithstanding, the Association shall not be required to file a Management Certificate with the Texas Real Estate Commission until June 1, 2022.

ATTACHMENT 7

HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.
EMAIL REGISTRATION POLICY

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Harvest Ridge Master Covenant recorded in the Official Public Records of Travis County, Texas, and the Official Public Records of Bastrop County, Texas, as it may be amended from time to time (the "**Covenant**").

1. **Purpose**. The purpose of this Email Registration Policy is to facilitate proper notice of annual and special meetings of Members of the Association pursuant to Section 209.0051(e) of the Texas Property Code.

2. **Email Registration**. Should an Owner wish to receive any and all email notifications of annual and special meetings of members of the Association, it is the Owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current with the Association. In order to register an email address, an Owner must provide his/her name, address, phone number and email address through the method provided on the Association's website, if any, and/or to the official contact information provided by the Association for the Association's management company.

3. **Failure to Register**. An Owner may not receive email notification or communication of annual or special meetings of Members of the Association should the Owner fail to register his/her email address with the Association and/or properly and timely maintain an accurate email address with the Association. Correspondence to the Association and/or the Association's management company from an email address or by any method other than the method described in Paragraph No. 2 above will not be considered sufficient to register such email address with the Association.

4. **Amendment**. The Association may, from time to time, modify, amend, or supplement this Policy or any other rules regarding email registration.

ATTACHMENT 8

HARVEST RIDGE MASTER COMMUNITY, INC.
GENERATOR POLICY

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Harvest Ridge Master Covenant recorded in the Official Public Records of Travis County, Texas, and the Official Public Records of Bastrop County, Texas, as it may be amended from time to time (the "**Covenant**").

A. **ARCHITECTURAL REVIEW APPROVAL REQUIRED**

As part of the installation and maintenance of a generator on an Owner's Lot, an Owner may submit plans for and install a standby electric generator ("**Generator**") upon written approval by the architectural review authority under the Covenant (the **"Harvest Ridge Reviewer**").

B. **GENERATOR PROCEDURES AND REQUIREMENTS**

1. Application. Approval by the Harvest Ridge Reviewer is required prior to installing a Generator. To obtain the approval of the Harvest Ridge Reviewer for a Generator, the Owner shall provide the Harvest Ridge Reviewer with the following information: (i) the proposed site location of the Generator on the Owner's Lot; (ii) a description of the Generator, including a photograph or other accurate depiction; and (iii) the size of the Generator (the **"Generator Application"**). A Generator Application may only be submitted by a tenant if the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Generator Application. The Harvest Ridge Reviewer is not responsible for: (i) errors or omissions in the Generator Application submitted to the Harvest Ridge Reviewer for approval; (ii) supervising installation or construction to confirm compliance with an approved Generator Application or (iii) the compliance of an approved application with Applicable Law.

2. Approval Conditions. Each Generator Application and all Generators to be installed in accordance therewith must comply with the following:

(i) The Owner must install and maintain the Generator in accordance with the manufacturer's specifications and meet all applicable governmental health, safety, electrical, and building codes.

(ii) The Owner must use a licensed contractor(s) to install all electrical, plumbing, and fuel line connections and all electrical connections must be installed in accordance with all applicable governmental health, safety, electrical, and building codes.

(iii) The Owner must install all natural gas, diesel fuel, biodiesel fuel, and/or hydrogen fuel line connections in accordance with applicable governmental health, safety, electrical, and building codes.

(iv) The Owner must install all liquefied petroleum gas fuel line connections in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.

(v) The Owner must install and maintain all non-integral standby Generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

(vi) The Owner must maintain in good condition the Generator and its electrical lines and fuel lines. The Owner is responsible to repair, replace, or remove any deteriorated or unsafe component of a Generator, including electrical and fuel lines.

(vii) The Owner must screen a Generator if it is visible from the street faced by the residence, located in an unfenced side or rear yard of a Lot, and is visible either from an adjoining residence or from adjoining property owned by the Association, and/or is located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.

(viii) The Owner may only perform periodic testing of the Generator consistent with the manufacturer's recommendations between the hours of 9 a.m. to 5 p.m., Monday through Friday.

(ix) No Owner shall use the Generator to generate all or substantially all of the electric power to the Owner's residence unless the utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

(x) No Owner shall locate the Generator (i) in the front yard of a residence; or (ii) in the side yard of a residence facing a street.

(xi) No Owner shall locate a Generator on property owned by the Association.

(xii) No Owner shall locate a Generator on any property owned in common by members of the Association.

3. Process. Any proposal to install a Generator on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this Generator Policy when considering any such request.

4. Approval. Each Owner is advised that if the Generator Application is approved by the ACC, installation of the Generator must: (i) strictly comply with the Generator Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Generator to be installed in accordance with the approved Generator

Application, the Harvest Ridge Reviewer may require the Owner to: (a) modify the Generator Application to accurately reflect the Generator installed on the Property; or (b) remove the Generator and reinstall the Generator in accordance with the approved Generator Application. Failure to install the Generator in accordance with the approved Generator Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Covenant and may subject the Owner to fines and penalties. Any requirement imposed by the Harvest Ridge Reviewer to resubmit a Generator Application or remove and relocate a Generator in accordance with the approved Generator Application shall be at the Owner's sole cost and expense.

ATTACHMENT 9

HARVEST RIDGE MASTER COMMUNITY, INC.
RELIGIOUS DISPLAY POLICY

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Harvest Ridge Master Covenant recorded in the Official Public Records of Travis County, Texas, and the Official Public Records of Bastrop County, Texas, as it may be amended from time to time (the "**Covenant**").

1. **Display of Religious Items**. Section 202.018 of the Texas Property Code provides certain rights for an Owner or Occupant to display or affix one or more religious items on the Owner's or Occupant's property. The display of which is motivated by the Owner's or Occupant's sincere religious belief.

2. **Content Prohibitions**. No religious item may be displayed that: (a) threatens the public health or safety; (b) violates a law other than a law prohibiting the display of religious speech; or (c) contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content.

3. **Location Restrictions**. No religious item may be displayed that: (a) is installed on property owned or maintained by the Association; (b) installed on or within Common Area; (c) violates any applicable building line, right-of-way, setback, or easement; or (d) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

4. **Removal**. The Association may cause to be removed any item which is in violation of the terms and provisions of this policy.

5. **Conflicts**. To the extent that any provision of the Association's recorded covenants restrict or prohibit an Owner or Occupant from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions, and the provisions of this policy shall control.

6. **Amendment**. This policy may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

ATTACHMENT 10

HARVEST RIDGE MASTER COMMUNITY, INC.
POOL FENCING AND SECURITY DEVICES/FENCES POLICY

Terms used but not defined in this policy will have the meaning ascribed to such terms in that certain Harvest Ridge Master Covenant recorded in the Official Public Records of Travis County, Texas, and the Official Public Records of Bastrop County, Texas, as it may be amended from time to time (the "**Covenant**").

1. **Approval Required**. All improvements, including the installation of pool fencing, security measures, and security fencing, must be submitted for approval in accordance with the Harvest Ridge Reviewer. Written approval must be furnished to the Owner before installation or construction may commence.

2. **Swimming Pool Enclosures**. The term "**Swimming Pool Enclosure**" means a fence surrounding a water feature, including a swimming pool or spa, consisting of transparent mesh or clear panels set in metal frames, is not more than six feet (6') in height and is designed not to be climbable. An Owner must submit any request to install a Swimming Pool Enclosure to the Harvest Ridge Reviewer for approval. The Harvest Ridge Reviewer will apply its architectural requirements to the request; however, the Harvest Ridge Reviewer may not deny an Owner's request to install a Swimming Pool Enclosure if the Swimming Pool Enclosure conforms to Applicable Law and the Swimming Pool Enclosure is black in color and consists of transparent mesh set in metal frames.

3. **Security Measures**. To the extent an Owner is authorized by law to build or install security measures, including, but not limited to, a security camera, motion detector, or security/perimeter fencing, the Owner must still submit a request for architectural approval to the Harvest Ridge Reviewer in accordance with the Association's architectural review requirements for the construction of or installation of Improvements. Front yard fencing is discouraged. However, if an Owner desires to install security fencing in the front yard, the fencing must consist of ornamental wrought iron or metal fencing (painted black) with the following general specifications: pickets ¾" square; rails 1 ½" square; standard posts 2 ½" square; picket spacing between 3" and 4"; post spacing 8' OC; height between 48" and 60". Slats, planks, or other solid material may not be installed on metal fencing.

4. **Amendment**. This policy may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

KRISTA BARTSCH, County Clerk
Bastrop Texas
August 01, 2024 01:19:41 PM 202412280
FEE: $81.00
MISCELLANEOUS

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

HARVEST
Ridge
ELGIN • TEXAS

FIRST SUPPLEMENT TO COMMUNITY MANUAL

Bastrop County and Travis County, Texas

Cross-reference to that certain Harvest Ridge Master Covenant, recorded under Document No. 2022170416, Official Public Records of Travis County, Texas, and under Document No. 202222289, Official Public Records of Bastrop County, Texas, as may be amended from time to time (the "Covenant"); and certain Harvest Ridge Community Manual, recorded under Document No. 2022170665, Official Public Records of Travis County, Texas, and under Document No. 202222340, Official Public Records of Bastrop County, Texas, as may be amended from time to time. These policies and rules amend and supplement all previously adopted dedicatory instruments, governing documents, rules, and resolutions. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Covenant.

FIRST SUPPLEMENT TO HARVEST RIDGE COMMUNITY MANUAL

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INTRODUCTION

FINE AND ENFORCEMENT POLICY ATTACHMENT A

ASSESSMENT COLLECTION POLICY ATTACHMENT B

PLEASE NOTE THAT THESE POLICIES AND RULES ARE NOT ALL OF THE RESTRICTIONS, RULES, OR POLICIES FOR THE ASSOCIATION. IN THE EVENT THESE POLICIES AND RULES CONFLICT WITH A PREVIOUSLY RECORDED DEDICATORY INSTRUMENT, THESE POLICIES AND RULES SHALL CONTROL.

INTRODUCTION

This **FIRST SUPPLEMENT TO HARVEST RANCH COMMUNITY MANUAL** (this "**Supplement**"), is made and executed **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Declarant**"), and is as follows:

A. Declarant previously executed that certain Harvest Ridge Master Covenant, recorded under Document No. 2022170416, Official Public Records of Travis County, Texas, and under Document No. 202222289, Official Public Records of Bastrop County, Texas, as may be amended from time to time (the "**Covenant**"); and certain Harvest Ridge Community Manual, recorded under Document No. 2022170665, Official Public Records of Travis County, Texas, and under Document No. 202222340, Official Public Records of Bastrop County, Texas, as may be amended from time to time (the "**Community Manual**"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Covenant.

B. Pursuant to *Article* 1 of the Covenant, Declarant reserved the right to amend or supplement the Community Maul during the Development Period (as defined in the Covenant). The Development Period has not expired.

C. Declarant now desires to supplement the Community Manual with the policies, Rules and Regulations attached hereto. This Supplement may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

D. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Covenant and the Community Manual.

EXECUTED to be effective as of the date this Supplement is Recorded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Supplement on the 29 day of July, 2024.

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business
in Texas as **BROHN HOMES**

By: _____
Adam Boenig, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 29 day of July, 2024, by Adam Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

_____
Notary Public Signature

Lisa Marie Rivenbark
My Commission Expires
11/14/2027
Notary ID 12357594

ATTACHMENT A

HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.
FINE AND ENFORCEMENT POLICY

1. Background. Harvest Ridge community is subject to that certain Harvest Ridge Master Covenant recorded in the Official Public Records of Travis County, Texas, and the Official Public Records of Bastrop County, Texas, as it may be amended from time to time (the "**Covenant**"). In accordance with the Covenant, Harvest Ridge Residential Community, Inc., a Texas non-profit corporation (the "**Association**"), was created to administer the terms and provisions of the Covenant. Unless the Covenant or Applicable Law expressly provides otherwise, the Association acts through a majority of its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability, as each may be amended from time to time, and any rules and regulations promulgated by the Association pursuant to the Covenant or any Development Area Declaration, as adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Covenant and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Documents.

   The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this policy is in conflict with the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

   Terms used in this policy, but not defined, shall have the meaning ascribed to such term in the Documents.

2. Policy. The Association uses fines to discourage violations of the Documents, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Documents. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.

3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Documents by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.

4. Amount. The Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association has established a schedule of fines (the "**Schedule of Fines**") for certain types of violations of the Documents, which may be amended from time to time by the Association. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Documents. If the Association allows

fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.

5. Violation Notice. Except as set forth in Section 5(C) below, before levying a fine, the Association will give (i) a written violation notice via certified mail to the Owner (at the Owner's last known address as shown in the Association records) (the "**Violation Notice**") and (ii) an opportunity to be heard, if requested by the Owner. The Association's Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the Individual Assessment, suspension action, or other charge; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation and a reasonable timeframe in which the violation is required to be cured to avoid the fine or suspension; (5) the amount of the possible fine; (6) a statement that no later than the thirtieth (30th) day after the date the notice was mailed, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (7) a statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section *et seq*), if the Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:

(A) First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in (1) – (7) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the *Schedule of Fines* may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.

(B) Types of Violations. If the violation is of an uncurable nature or poses a threat to public health or safety (as exemplified in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in (1), (2), (3), (5), (6), and (7) above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. For purposes of this section, a violation is considered a threat to public health or safety if the violation could materially affect the physical health or safety of an ordinary resident. For purposes of this section, a violation is considered uncurable if the violation has occurred but is not a continuous action or a condition capable of being remedied by affirmative action. For purposes of this subsection, the nonrepetition of a one-time violation or other violation that is not ongoing is not considered an adequate remedy.

The following are examples of acts considered uncurable for purposes of this section:

(1) shooting fireworks;

(2) an act constituting a threat to health or safety;

(3) a noise violation that is not ongoing;

(4) property damage, including the removal or alteration of landscape; and

(5) holding a garage sale or other event prohibited by a dedicatory instrument.

The following are examples of acts considered curable for purposes of this section:

(1) a parking violation;

(2) a maintenance violation;

(3) the failure to construct improvements or modifications in accordance with approved plans and specifications; and

(4) an ongoing noise violation such as a barking dog.

(C) Repeat Violation without Attempt to Cure. If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, then the Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Documents, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. After an Owner has been provided a Violation Notice as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines*, if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

6. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the "**Request**") to the Association's manager (or the Board if there is no manager) within thirty (30) days after receiving the violation notice. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least (10) days' before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the

Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the Violation Notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit A.

7. Due Date. Fine and/or damage charges are due immediately if the violation is uncurable or poses a threat to public health or safety. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the first Violation Notice ends and the Owner does not attempt to cure the violation or the attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

8. Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in Section 5.11 of the Covenant and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to Section 5.01(b) of the Covenant. The fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to Article 5 of the Covenant.

9. Levy of Fine. Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.

10. Foreclosure. The Association may not foreclose its assessment lien on a debt consisting solely of fines.

11. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

12. Notice of Policy. The Association shall provide a copy of this Fine and Enforcement Policy to each Owner by either (1) posting the Fine and Enforcement Policy on the Association's website (or posted by an agent acting on behalf of the Association) and accessible to members of the Association, or (2) annually sending a copy of the Fine and Enforcement Policy, which may be separate or included in routine communication from the Association to Owners, by (i) hand

delivery to the Owner, (ii) first class mail to the Owner's last known mailing address, or (iii) e-mail to an e-mail address provided to the Association by the Owner. In addition, the Fine and Enforcement Policy shall be made available on any publicly accessible Internet website maintained by the Association or an agent acting on behalf of the Association.

Schedule of Fines

The Board has adopted the following general schedule of fines for categories of violations of the Documents. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Documents. The Board may elect to pursue such additional remedies at any time in accordance with Applicable Law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

FINES FOR VIOLATIONS OF THE DOCUMENTS‡:

Category of Violation	Notice	Fine Amount
Curable Violation	**Courtesy Letter (if sent)**	**None**
	Violation Letter (if sent)	**None**
	1st Notice of Fine Letter (Demand Letter	**$55.00**
	2nd Notice of Fine Letter	**$75.00**
	3rd Notice of Fine Letter	**$105.00**
	Subsequent Notice of Fine Letters	**$105.00**
Uncurable Violation*	**Fine Letter for Violation of the Covenant regarding leasing of Units**	**$1,000.00**
	Fine Letter for all other Uncurable Violations	**$200.00**

****Fines for uncurable violations will be assessed in the following amounts, with each day of the violation being considered a separate offense.***

‡ Any fines leived by the Association is the personal obligation of the Owner. The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.

EXHIBIT A

HEARING BEFORE THE BOARD

Note: An individual will act as the Association's representative (the "**Association Representative**"). The Association Representative will provide introductory remarks and administer the hearing agenda.

I. **Introduction**

Association Representative: The Board of Directors has convened to conduct a hearing at the written request of an owner.

This hearing is being conducted as required by Section 209.007 of the Texas Property Code, and is an opportunity for the Association and the owner to discuss and verify facts and attempt to resolve the matter at issue. If no resolution is reached during the hearing, the Association will communicate its decision in writing within fifteen (15) days.

II. **Presentation of Facts**

Association Representative: This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present any information the Association wishes to offer. After the Association's representative has finished the presentation, the owner or any representative will be given the opportunity to present information and issues relevant to the appeal or dispute.

[Presentations]

III. **Discussion**

Association Representative: This portion of the hearing is to permit the Board and the owner to discuss matters relevant to the violation.

IV. **Resolution**

Association Representative: [Announce any agreement or resolution or state that the Board will take the matter under advisement]

V. **Adjournment**

Association Representative: At this time the hearing is adjourned.

ATTACHMENT B

HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.
ASSESSMENT COLLECTION POLICY

Harvest Ridge is a community (the "**Community**") created by and subject to the Harvest Ridge Master Covenant, recorded in the Official Public Records of Travis County, Texas, and the Official Public Records of Bastrop County, Texas, as it may be amended from time to time (the "**Covenant**"). The operation of the Community is vested in Harvest Ridge Residential Community, Inc., a Texas non-profit corporation (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), any applicable Development Area Declaration, any applicable Notice of Applicability, and rules and regulations promulgated by the Association pursuant to the Covenant or any Development Area Declaration, as adopted and amended from time to time (collectively, the "**Documents**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Documents.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Documents. Terms used in this policy, but not defined, shall have the meaning ascribed to such term in the Documents.

SECTION 1. DELINQUENCIES, LATE CHARGES & INTEREST

1-A. Due Date. An Owner will timely and fully pay Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.

1-C. Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of $25 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.

1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.

1-E. Insufficient Funds. The Association may levy a charge of $25 for any check returned to the Association marked "not sufficient funds" or the equivalent.

1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a Majority of the Board.

SECTION 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

SECTION 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

(1) Delinquent assessments	(4) Other attorney's fees
(2) Current assessments	(5) Fines
(3) Attorney fees and costs associated with delinquent assessments	(6) Any other amount

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner in its sole and absolute discretion. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. The Association is not required to make a payment plan available to a Member after the Delinquency Cure Period allowed under Paragraph 5-B expires. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

3-C. Partial and Conditioned Payment. The Association may refuse to accept partial payment (*i.e.*, less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

3-D. Notice of Payment. If the Association receives full payment of the delinquency after Recording a notice of lien, the Association will cause a release of notice of lien to be publicly Recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and Recording the release.

3-E. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

SECTION 4. LIABILITY FOR COLLECTION COSTS

4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

SECTION 5. COLLECTION PROCEDURES

5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's Manager, an attorney, or a debt collector.

5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that the Owner has forty-five (45) days for the Owner to cure the delinquency before further collection action is taken (the "**Delinquency Cure Period**"). The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.

5-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.

5-E. Notification of Mortgage Lender. The Association may notify the Mortgage lender of the default obligations.

5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services. In that event, at least thirty (30) business days prior to reporting to a credit bureau, a copy of the notice shall be sent via certified mail, hand delivery or electronic delivery to the defaulting Owner, which shall include a detailed report of all delinquent charges owed and information regarding any payment plan opportunities offered to the defaulting Owner. The Association shall not report any delinquent charges, fines, or fees to a credit report services that are the subject of a pending dispute between the defaulting Owner and the Association. The defaulting Owner will not be liable for any costs or fees associated with any actual reporting of any delinquency to the credit reporting services.

5-G. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the Manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:

(1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within forty-five (45) days (unless such notice has previously been provided by the Association), then

(2) Lien Notice: Preparation of the Lien Notice and Demand for Payment Letter and Recordation of a Notice of Unpaid Assessment Lien. If the account is not paid in full within thirty (30) days, then

(3) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within thirty (30) days, then

(4) Foreclosure of Lien: Only upon specific approval by a majority of the Board.

5-H. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly Recorded. Before the Association's attorney causes a notice of the Association's Assessment lien against the Owner's home to be publicly Recorded, the Association must provide notice(s) of delinquency in accordance with the following.

(1) First Notice: The First Notice of delinquency must be provided to Owner by either (i) first class mail to the Owner's last known mailing address, as reflected in the records maintained by the Association, or (ii) by e-mail to an e-mail address the Owner has provided to the Association. If the account is not paid in full within thirty (30) days, then

(2) Second Notice: The Second Notice of delinquency must be provided to Owner by certified mail, return receipt requested, to the Owner's last known mailing address, as reflected in the records maintained by the Association, not earlier than the thirtieth (30th) day after the First Notice is given.

The First Notice and Second Notice may also be sent to the Owner's Mortgagee. The Association may not file the Association's Assessment lien against the Owner's home until the ninetieth (90th) day after the date the Second Notice of delinquency was sent to the Owner. This section shall not apply to an Owner covered by the Servicemembers Civil Relief Act (50 U.S.C. Section 3901 et seq.) the protections to which the Owner is entitled under the Act.

5-I. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

5-J. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his Occupant, whose account with the Association is delinquent for at least forty-five (45) days.

SECTION 6. GENERAL PROVISIONS

6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, Manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.

6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Documents and the laws of the State of Texas.

6-C. Limitations of Interest. The Association, and its officers, directors, Managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by Applicable Law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

6-D. Notices. Unless the Documents, Applicable Law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one Occupant is deemed notice to all Occupants. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Oct 21, 2022 04:11 PM Fee: $34.00
2022170667
Electronically Recorded

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

HARVEST
Ridge
ELGIN • TEXAS

ADOPTION OF WORKING CAPITAL ASSESSMENT

Bastrop County and Travis County, Texas

Declarant: **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES**

Cross Reference to that certain Harvest Ridge Master Covenant, recorded under Document No. 2022170416, Official Public Records of Travis County, Texas, and Document No. 202222289, Official Public Records of Bastrop County, Texas, as amended from time to time.

HARVEST RIDGE
ADOPTION OF WORKING CAPITAL ASSESSMENT

The following Adoption of Working Capital Assessment is made pursuant to *Section 5.8* of that certain Harvest Ridge Master Covenant, recorded under Document No. 2022170416, Official Public Records of Bastrop County, Texas, and under Document No. 202222289, Official Public Records of Bastrop County, Texas, as amended from time to time (the "**Covenant**"), by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Declarant**"), and is as follows:

1. **Working Capital Assessment**. In accordance with *Section 5.08* of the Covenant, Declarant adopts a working capital assessment amount equal to TWO HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS ($275.00) (the "**Working Capital Assessment**"). The Working Capital Assessment applies to all Lots subject to the Covenant unless otherwise exempt pursuant to *Section 5.08* of the Covenant.

2. **Subject to Change**. The amount of the Working Capital Assessment designated hereunder is subject to change from time to time by Declarant, until the expiration or termination of the Development Period, and the Board thereafter.

3. **Capitalized Terms**. Capitalized terms used but not defined herein shall have the meanings ascribed such terms in the Covenant.

[SIGNATURE PAGE FOLLOWS]

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

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas as
BROHN HOMES

By: _____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 20th day of ~~May~~ October, 2022 by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

_____
Notary Public Signature

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

KRISTA BARTSCH, County Clerk
Bastrop Texas
October 24, 2022 08:15:47 AM **202222342**
FEE: $34.00
MISCELLANEOUS

HARVEST
Ridge
ELGIN • TEXAS

ADOPTION OF WORKING CAPITAL ASSESSMENT

Bastrop County and Travis County, Texas

Declarant: **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES**

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3. **Capitalized Terms**. Capitalized terms used but not defined herein shall have the meanings ascribed such terms in the Covenant.

[SIGNATURE PAGE FOLLOWS]

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

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas as
BROHN HOMES

By:_____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

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(SEAL)

_____
Notary Public Signature

NOTARY PUBLIC STATE OF TEXAS
Lisa Marie Rivenbark
My Commission Expires
11/14/2023
ID No 12357594

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rebecca Guerrero, County Clerk
Travis County, Texas
Oct 21, 2022 04:11 PM Fee: $34.00
2022170666
Electronically Recorded

HARVEST
Ridge
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ADOPTION OF HARVEST RIDGE REVIEWER FEE

Bastrop County and Travis County, Texas

Cross Reference to that certain Harvest Ridge Master Covenant, recorded under Document No. 2022170416, Official Public Records of Travis County, Texas, and Document No. 202222289, Official Public Records of Bastrop County, Texas, as amended from time to time.

HARVEST RIDGE
ADOPTION OF HARVEST RIDGE REVIEWER FEE

The following Adoption of the Harvest Ridge Reviewer Fee is made pursuant to *Section 6.04(b)* of that certain Harvest Ridge Master Covenant, recorded under Document No. 2022170416, Official Public Records of Travis County, Texas, and Document No. 202222289, Official Public Records of Bastrop County, Texas, as amended from time to time (the "**Covenant**") by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Declarant**"), and is as follows

1. **Initial Review Fee**. In accordance with *Section 6.04(b)* of the Covenant, the Harvest Ridge Reviewer has the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of the Covenant. The Harvest Ridge Reviewer hereby adopts an initial review fee in the amount of Two Hundred Fifty and No/100 Dollars ($250.00) (the "**Initial Review Fee**"). Such fee does not include any actual costs which may be incurred by the Harvest Ridge Reviewer during the review process. Review comments will not be issued until the Initial Review Fee is submitted to the Harvest Ridge Reviewer.

2. **Modification Review Fee**. The Harvest Ridge Reviewer hereby adopts a modification review fee in the amount of Fifty and No/100 Dollars ($50.00) attributable to the review of plans, specifications and other documents and information submitted for the review and approval of minor modifications and remodel plans for already constructed Improvements (the "**Modification Review Fee**") pursuant to the terms of the Covenant.

3. **Subject to Change**. The amount of Initial Review Fee and the Modification Review Fee designated hereunder is subject to change from time to time by the Harvest Ridge Reviewer.

4. **Payment of Initial Review Fee and Modification Review Fee**. The Initial Review Fee and the Modification Review Fee are due and payable concurrently with the submittal of any plans, specifications and other documents and information submitted to the Harvest Ridge Reviewer for review and approval. Payment shall be made to Clayton Properties Group, Inc. d/b/a Brohn Homes, Attn: Harvest Ridge Reviewer, 6720 Vaught Ranch Road, Suite 200, Austin, Texas 78730.

5. **Capitalized Terms**. Capitalized terms used by not defined herein shall have the meanings ascribed to such terms in the Covenant.

[SIGNATURE PAGE FOLLOWS]

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

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas as
BROHN HOMES

By:_____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 20 day of ~~July~~ Oct, 2022 by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

_____
Notary Public Signature

NOTARY PUBLIC STATE OF TEXAS
Lisa Marie Rivenbark
My Commission Expires
11/14/2023
ID No 12357594

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS

KRISTA BARTSCH, County Clerk
Bastrop Texas
October 24, 2022 08:15:47 AM 202222341
FEE: $34.00
MISCELLANEOUS

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

HARVEST
Ridge
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ADOPTION OF HARVEST RIDGE REVIEWER FEE

Bastrop County and Travis County, Texas

Cross Reference to that certain Harvest Ridge Master Covenant, recorded under Document No. 2022170416, Official Public Records of Travis County, Texas, and Document No. 202222289, Official Public Records of Bastrop County, Texas, as amended from time to time.

HARVEST RIDGE
ADOPTION OF HARVEST RIDGE REVIEWER FEE

The following Adoption of the Harvest Ridge Reviewer Fee is made pursuant to *Section 6.04(b)* of that certain Harvest Ridge Master Covenant, recorded under Document No. 2022170416, Official Public Records of Travis County, Texas, and Document No. 202222289, Official Public Records of Bastrop County, Texas, as amended from time to time (the "**Covenant**") by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Declarant**"), and is as follows

1. **Initial Review Fee**. In accordance with *Section 6.04(b)* of the Covenant, the Harvest Ridge Reviewer has the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of the Covenant. The Harvest Ridge Reviewer hereby adopts an initial review fee in the amount of Two Hundred Fifty and No/100 Dollars ($250.00) (the "**Initial Review Fee**"). Such fee does not include any actual costs which may be incurred by the Harvest Ridge Reviewer during the review process. Review comments will not be issued until the Initial Review Fee is submitted to the Harvest Ridge Reviewer.

2. **Modification Review Fee**. The Harvest Ridge Reviewer hereby adopts a modification review fee in the amount of Fifty and No/100 Dollars ($50.00) attributable to the review of plans, specifications and other documents and information submitted for the review and approval of minor modifications and remodel plans for already constructed Improvements (the "**Modification Review Fee**") pursuant to the terms of the Covenant.

3. **Subject to Change**. The amount of Initial Review Fee and the Modification Review Fee designated hereunder is subject to change from time to time by the Harvest Ridge Reviewer.

4. **Payment of Initial Review Fee and Modification Review Fee**. The Initial Review Fee and the Modification Review Fee are due and payable concurrently with the submittal of any plans, specifications and other documents and information submitted to the Harvest Ridge Reviewer for review and approval. Payment shall be made to Clayton Properties Group, Inc. d/b/a Brohn Homes, Attn: Harvest Ridge Reviewer, 6720 Vaught Ranch Road, Suite 200, Austin, Texas 78730.

5. **Capitalized Terms.** Capitalized terms used by not defined herein shall have the meanings ascribed to such terms in the Covenant.

[SIGNATURE PAGE FOLLOWS]

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

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas as
BROHN HOMES

By:_____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 20 day of ~~July~~ Oct, 2022 by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

_____
Notary Public Signature

NOTARY PUBLIC STATE OF TEXAS
Lisa Marie Rivenbark
My Commission Expires
11/14/2023
ID No 12357594

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Oct 24, 2022 10:21 AM Fee: $ 178.00
2022170870
Electronically Recorded

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

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DEVELOPMENT AREA DECLARATION

[RESIDENTIAL]

Development Area 1

Bastrop County and Travis County, Texas

Declarant: **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES**

Cross reference to Harvest Ridge Master Covenant, recorded as Document No. 2022170416 in the Official Public Records of Travis County, Texas, and as Document No. 202222289 in the Official Public Records of Bastrop County, Texas, as amended from time to time.

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HARVEST RIDGE

DEVELOPMENT AREA DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

[RESIDENTIAL]

DEVELOPMENT AREA 1

This Harvest Ridge Development Area Declaration of Covenants, Conditions, and Restrictions [Residential] – Development Area 1 (this "**Development Area Declaration**") is made by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Declarant**"), and is as follows:

RECITALS

A. Declarant previously Recorded that certain Harvest Ridge Master Covenant, recorded as Document No. 2022170416, in the Official Public Records of Travis County, Texas, and as Document No. 202222289, in the Official Public Records of Bastrop County, Texas (the "**Covenant**").

B. Pursuant to the Covenant, Declarant served notice that portions of the Property may be made subject to one or more Development Area Declarations upon the Recording of one or more Notices of Applicability in accordance with *Section 9.05* of the Covenant, and once such Notices of Applicability have been Recorded, the portions of the Property described therein will constitute a Development Area and will be governed by and fully subject to this Development Area Declaration in addition to the Covenant.

> **A Development Area is a portion of Harvest Ridge that is subject to the terms and provisions of the Covenant. A Development Area Declaration includes specific restrictions which apply to the Development Area, in addition to the terms and provisions of the Covenant.**

C. Upon the further Recording of one or more Notices of Applicability, portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Development Area Declaration. The Property made subject to the terms and provisions of this Development Area Declaration will be referred to herein as the "**Development Area**."

NOW, THEREFORE, it is hereby declared: (i) those portions of the Property as and when made subject to this Development Area Declaration by the filing of a Notice of Applicability will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; and (ii) each contract or deed conveying those portions of the Property which are made

subject to this Development Area Declaration will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Development Area Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Covenant.

ARTICLE 1
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Development Area Declaration will have the meanings hereinafter specified:

"**Solar Energy Device**" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

Any other capitalized terms used but not defined in this Development Area Declaration shall have the meaning subscribed to such terms in the Covenant.

ARTICLE 2
GENERAL AND USE RESTRICTIONS

All of the Development Area shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.01 General.

(a) Conditions and Documents. The Development Area will be owned, held, encumbered, leased, used, occupied and enjoyed subject to this Development Area Declaration and the Documents.

(b) Ordinances. Ordinances and requirements imposed by local governmental authorities are applicable to the Development Area. Compliance with the Documents is not a substitute for compliance with such ordinances and regulations. Please be advised that the Documents do not purport to list or describe each restriction which may be applicable to the Development Area. Each Owner is advised to review all ordinances, requirements, regulations and encumbrances affecting the use and improvement of their Lot prior to submitting plans to the Harvest Ridge Reviewer for approval. Furthermore, approval by the Harvest Ridge Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of any ordinances, requirements, regulations or encumbrances which may affect the Owner's Lot. Certain encumbrances may benefit parties whose interests are not addressed by the Harvest Ridge Reviewer.

NOTICE

The Documents are subject to change from time to time. By owning or occupying a Lot, you agree to remain in compliance with the Documents, as they may change from time to time.

2.02 Conceptual Plans. All master plans, site plans, brochures, illustrations, information and marketing materials relating to the Development Area (collectively, the "**Conceptual Plans**") are conceptual in nature and are intended to be used for illustrative purposes only. The land uses and Improvements reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the Development Area may include uses which are not shown on the Conceptual Plans. Neither Declarant nor any Homebuilder or other developer of any portion of the Development Area makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Development Area and it is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans in making the decision to purchase any land or Improvements within the Development Area. Each Owner who acquires a Lot within the Development Area acknowledges that development of the Development Area will likely extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Development Area or changes in the Conceptual Plans as they may be amended or modified from time to time.

2.03 Single-Family Residential Use. The Development Area shall be used solely for private single-family residential purposes. The Development Area may not be used for any other purposes without the prior written consent of Declarant, which consent may be withheld by Declarant in its sole and absolute discretion.

No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Development Area, except an Owner or Occupant may conduct business activities within a residence so long as: (i) such activity complies with Applicable Law; (ii) participation in the business activity is limited to the Owner(s) or Occupant(s) of a residence; (iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business within the Development Area, sound, or smell from outside the residence; (iv) the business activity does not involve door-to-door solicitation of residents within the Development Area; (v) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development Area which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Occupants of the Development Area as may be determined in the sole discretion of the Board; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. In addition, for the purpose of obtaining any business or commercial license, neither the residence nor Lot will be considered open to the public. The terms

"business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required. Leasing of a residence shall in compliance with *Section 2.04* will not be considered a business or trade within the meaning of this subsection. This subsection will not apply to any activity conducted by Declarant or a Homebuilder.

2.04 Rentals. No portion of the Development Area may be used as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, or any similar purpose, but the primary residence constructed on a Lot may be leased for residential purposes for a lease term of no less than six (6) months. All leases will be in writing. The Owner must provide to its lessee copies of the Documents. Notice of any lease, together with such additional information as may be required by the Board, must be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. All leases must be for the entire residence.

2.05 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Harvest Ridge Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Harvest Ridge Reviewer.

2.06 Hazardous Activities. No activities may be conducted on or within the Development Area and no Improvements may be constructed on or within any portion of the Development Area which, in the opinion of the Board, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Development Area unless discharged in conjunction with an event approved in advance by the Board and no open fires may be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units while attended and in use for cooking purposes. No portion of the Development Area may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.07 Insurance Rates. Nothing shall be done or kept on the Development Area which would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area or the Special Common Area, or the Improvements located thereon, without the prior written approval of the Board.

2.08 Mining and Drilling. No portion of the Development Area may be used 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. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Development Area by Declarant. Furthermore, this provision will not be interpreted to prevent the drilling of water wells by Declarant or otherwise approved in advance by the Harvest Ridge Reviewer which are required to provide water to all or any portion of the Development Area. All water wells must also be approved in advance by any applicable regulatory authority.

2.09 Noise. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Development Area so as to be offensive or detrimental to any other portion of the Development Area or to its Occupants.

2.10 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on or within the Development Area (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys, chickens or other exotic animals). The Board may determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner or Occupant may keep on such Owner's Lot more than three (3) cats and dogs, in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Development Area other than within the Owner's residence, or the fenced yard space associated therewith, unless confined to a leash. The Board may restrict pets to certain areas on the Development Area. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Development Area, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No pet may be left unattended in yards, porches or other outside area. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law. All pets not confined to a residence must wear collars with appropriate identification tags and all outdoor cats are required to have a bell on their collar. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner or Occupant, upon written notice, may be required to remove the pet from the Development Area.

2.11 Rubbish and Debris. As determined by the Board, no rubbish or debris of any kind may be placed or permitted to accumulate on or within the Development Area, and no odors will be permitted to arise therefrom so as to render all or any portion of the Development Area unsanitary, unsightly, offensive, or detrimental to any other property or Occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will

contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

2.12 Maintenance. The Owners of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Board, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this *Section 2.12* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Board, in its sole discretion:

(i) Prompt removal of all litter, trash, refuse, and wastes.

(ii) Lawn mowing and edging.

(iii) Tree and shrub pruning.

(iv) Watering.

(v) Keeping exterior lighting and mechanical facilities in working order.

(vi) Keeping lawn and garden areas alive, free of weeds, and attractive.

(vii) Keeping planting beds free of turf grass.

(viii) Keeping sidewalks and driveways in good repair.

(ix) Complying with Applicable Law.

(x) Repainting of Improvements.

(xi) Repair of exterior damage, and wear and tear to Improvements.

2.13 Street Landscape Area-Owner's Obligation to Maintain Landscaping. Each Owner will be responsible, at such Owner's sole cost and expense, for maintaining mowing, replacing, pruning, and irrigating the landscaping between the boundary of such Owner's Lot and the curb of any adjacent right-of-way, street or alley (the "**ST Landscape Area**") unless the responsibility for maintaining the ST Landscape Area is performed by the Association.

2.14 Antennas. Except as expressly provided below, no exterior radio or television antennas or aerial or satellite dish or disc, nor any Solar Energy Device, may be erected, maintained or placed on a Lot without the prior written approval of the Harvest Ridge Reviewer; provided, however, that:

(i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television or radio broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "**Permitted Antennas**") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Harvest Ridge Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Development.

2.15 Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot and shall not encroach upon any street, Common Area, Special Common Area, or any other portion of the Development Area. A Permitted Antenna shall be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Development Area, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Harvest Ridge Reviewer are as follows:

(i) attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(ii) attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Harvest Ridge Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, e.g., DirecTV or Dish satellite dishes, are permitted, HOWEVER, you are required to comply with the rules regarding installation and placement. These rules and regulations may be modified by the Harvest Ridge Reviewer from time to time. Please contact the Harvest Ridge

Reviewer for the current rules regarding installation and placement.

2.16 Signs. All signs must comply with Applicable Law. Unless otherwise permitted by Applicable Law, no sign of any kind may be displayed to the public view on any Lot without the prior written approval of the Harvest Ridge Reviewer, except for:

(a) Declarant Signs. Signs erected by Declarant or erected with the advance written consent of Declarant;

(b) Security Signs. One small security service sign per Lot, provided that the sign has a maximum face area of two (2) square feet and is located no more than five (5) feet from the front elevation of the principal residence constructed upon the Lot;

(c) Permits. Permits as may be required by Applicable Law;

(d) Religious Item on Door. A religious item on the entry door or door frame of a residence (which may not extend beyond the outer edge of the door frame);

(e) Candidate or Measure Signs. Candidate or measure signs may be erected provided the sign: (i) is erected no earlier than the 90th day before the date of the election to which the sign relates; (ii) is removed no later than the 10th day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or measure item. In addition, signs which include any of the components or characteristics described in Section 259.002(d) of the Texas Election Code are prohibited;

(f) School Spirit Signs. One (1) temporary school "spirit" sign placed on the Lot. The sign must be professionally made and shall be limited to maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post. The overall height of the sign from finished grade at the spot where the sign is located may not exceed four (4) feet. The sign must be removed within five (5) business days following the athletic season for which the sign relates; and

(g) No Soliciting Signs. A "no soliciting" sign near or on the front door to the principal residence constructed upon the Lot, provided, that the sign may not exceed twenty-five (25) square inches.

Any "For Sale" or "For Lease" sign must be approved in advance by the Harvest Ridge Reviewer.

2.17 Flags. Owners are permitted to display certain flags on the Owner's Lot, as further set forth below:

(a) Approval Requirements. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch

of the United States Military, or one (1) flag with official insignia of a college or university ("**Permitted Flag**") and permitted to install a flagpole no more than five feet (5′) in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("**Permitted Flagpole**"). Only two (2) Permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Harvest Ridge Reviewer. Approval by the Harvest Ridge Reviewer is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot ("**Freestanding Flagpole**").

(b) Installation and Display. Unless otherwise approved in advance and in writing by the Harvest Ridge Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

(i) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;

(ii) Any Permitted Flagpole must be no longer than five feet (5′) in length and any Freestanding Flagpole must be no more than twenty feet (20′) in height

(iii) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3′x5′);

(iv) The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(v) The display of a Permitted Flag, or the location and construction of a Permitted Flagpole or Freestanding Flagpole must comply with Applicable Law, easements and setbacks of record;

(vi) Each Permitted Flagpole or Freestanding Flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction thereof and harmonious with the residence;

(vii) Any Permitted Flag, Permitted Flagpole, and Freestanding Flagpole must be maintained in good condition and any deteriorated Permitted Flag or deteriorated or structurally unsafe Permitted Flagpole or Freestanding Flagpole must be repaired, replaced or removed;

(viii) A Permitted Flag may be illuminated by no more than one (1) landscaping light of low beam intensity which shall not be aimed towards or

directly affect any neighboring Lot. Such illumination will also comply with the outdoor lighting restrictions set forth in the Documents; and

(ix) Any external halyard of a Permitted Flagpole and Freestanding Flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the Permitted Flagpole and Freestanding Flagpole.

2.18 Tanks. The Harvest Ridge Reviewer must approve any tank used or proposed in connection with a residence, including tanks for storage of fuel, water, oil, or liquid petroleum gas (LPG), and including swimming pool filter tanks. No elevated tanks of any kind may be erected, placed or permitted on any Lot within the Development Area without the advance written approval of the Harvest Ridge Reviewer. All permitted tanks must be screened from view in accordance with a screening plan approved in advance by the Harvest Ridge Reviewer. This provision will not apply to a tank used to operate a standard residential gas grill.

2.19 Temporary Structures. No tent, shack, or other temporary building, Improvement, or structure shall be placed upon the Development Area without the prior written approval of the Harvest Ridge Reviewer; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for Declarant, Homebuilders, architects, and foremen during actual construction may be maintained with the prior approval of Declarant (unless placed by Declarant), approval to include the nature, size, duration, and location of such structure.

2.20 Outside Storage Buildings. Outside storage buildings located in a fenced rear yard of a Lot within the Development Area are allowed with the prior written approval of the Harvest Ridge Reviewer. One (1) permanent storage building will be permitted if the storage building complies with all Applicable Law and otherwise, to the extent not less than stringent than Applicable Law, if: (i) the surface area of the pad on which the storage building is constructed is no more than one hundred (100) square feet; (ii) the height of the storage building, measured from the surface of the Lot to the highest point of the storage building, is no more than eight and one half feet (8½'); (iii) the exterior of the storage building is constructed of the same or substantially similar materials and of the same color as the principal residential structure constructed on the Lot within the Development Area; (iv) the roof of the storage building is the same material and color as the roof of the principal residential structure constructed on the Lot within the Development Area; and (v) the storage building is constructed within all applicable building setbacks. No storage building may be used for habitation.

2.21 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment shall be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance

work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. No: (i) racing vehicles; or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag shall be permitted to remain visible on any Lot or to be parked on any roadway within the Development Area.

2.22 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes, travel trailers or recreational vehicles shall be parked or placed on any street right of way, Lot, or used as a residence, either temporary or permanent, at any time; provided, however, such vehicles may be parked temporarily for a period not to exceed seventy-two (72) consecutive hours during each two (2) month period.

2.23 Basketball Goals; Permanent and Portable. Permanent basketball goals are permitted in the front of the residence on a Lot within the Development Area, provided the basketball goal is located approximately twenty feet (20') from the street curb. Permanent basketball goals are not permitted in any street right-of-way. The basketball goal backboard must be perpendicular to the street and mounted on a black metal pole permanently installed in the ground. Portable basketball goals are prohibited. Basketball goals must be properly maintained and painted, with the net in good repair. All basketball goals must be approved by the Harvest Ridge Reviewer prior to being placed on any Lot.

2.24 Compliance with Documents. Each Owner, his or her family, Occupants of a Lot, tenants, and the guests, invitees, and licensees of the preceding shall comply strictly with the provisions of the Documents as the same may be amended from time to time. Failure to comply with any of the Documents shall constitute a violation of the Documents and may result in a fine against the Owner in accordance with *Section 5.14* of the Covenant, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by Declarant, the Board on behalf of the Association, the Harvest Ridge Reviewer, or by an aggrieved Owner. Without limiting any rights or powers of the Association, the Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of Documents, and the Owner whose violation has been so remedied shall be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in the Covenant for Assessments and may be collected by any means provided in the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such

liens against the Owner's Lot(s). **Each such Owner shall release and hold harmless the Association and its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this *Section 2.24* (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence**.

2.25 Liability of Owners for Damage to Common Area. No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Common Area or the Special Common Area without the prior written approval of the Board and Declarant during the Development Period. Each Owner shall be liable to the Association for any and all damages to: (i) the Common Area, the Special Common Area, and any Improvements constructed thereon; or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner or Owner's family, or by any tenant or other Occupant of such Owner's Lot, or any guest or invitee of such Owner or Occupant. The full cost of all repairs of such damage shall be an Individual Assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided in *Section 5.07* of the Covenant.

2.26 No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of the Documents. Any Owner acquiring a Lot in reliance on one or more of the Documents shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

2.27 Party Wall Fences. A fence or wall located on or near the dividing line between two (2) Lots within the Development Area and intended to benefit both Lots constitutes a "**Party Wall**" and, to the extent not inconsistent with the provisions of this *Section 2.27*, is subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions.

(a) Encroachments & Easement. If the Party Wall is on one Lot due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this *Section 2.27*. Each Lot sharing a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement, or movement in any portion of the Party Wall, so that the encroachment may remain undisturbed as long as the Party Wall stands. Each Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall.

(b) Right to Repair. If the Party Wall is damaged or destroyed from any cause, the Owner of either Lot may repair or rebuild the Party Wall to its previous

condition, and to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, the other Owner or Owners that the wall serves shall thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, subject however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions. The Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt Party Wall. No Party Wall may be constructed, repaired, or rebuilt without the advance written approval of the Harvest Ridge Reviewer in accordance with *Article 6* of the Covenant.

(c) Maintenance Costs. The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Public Records of Travis County, Texas or the Official Public Records of Bastrop County, Texas, as applicable, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to require contribution from another Owner under this *Section 2.27* is appurtenant to the Lot and passes to the Owner's successors in title.

(d) Alterations. The Owner of a Lot sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use, condition, or appearance of the Party Wall to the adjoining Lot. The Party Wall will always remain in the same location as when erected unless otherwise approved by the Owner of each Lot sharing the Party Wall and the Harvest Ridge Reviewer.

(e) Dispute Resolution. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Section (the "**Dispute**"), the parties shall submit the Dispute to mediation. Should the parties be unable to agree on a mediator within ten (10) days after written request therefore by the Board, the Board shall appoint a mediator. If the Dispute is not resolved by mediation, the Dispute shall be resolved by binding arbitration. Either party may initiate the arbitration. Should the parties be unable to agree on an arbitrator within ten (10) days after written request therefore by the Board, the Board shall appoint an arbitrator. The decision of the arbitrator shall be binding upon the parties and shall be in lieu of any right of legal action that either party may have against the other. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) implement the decision of the mediator or arbitrator, as applicable, the Board may implement said mediator's or arbitrator's decision, as applicable. If the Board implements the mediator's or arbitrator's decision on behalf of an Owner, the Owner otherwise responsible therefor will be personally liable to the Association for the cost of

obtaining the all costs and expenses incurred by the Association in conjunction therewith. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Covenant for Assessments and may be collected by any means provided in the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

2.28 Playscapes and Sports Courts. Playscapes and Sport Courts are permissible at the sole discretion of the Harvest Ridge Reviewer. If allowed, these facilities must be properly sited and screened so as to minimize the visual and audio impact of the facility on adjacent properties. Sport Courts may not be lighted or enclosed with netting.

2.29 Decorations and Lighting. Unless otherwise permitted by *Section 2.16(d)*, no decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains, or other decorative embellishments shall be placed on the residence or on the front yard or on any other portion of a Lot which is visible from any street, unless such specific items have been approved in writing by the Harvest Ridge Reviewer. Customary seasonal decorations for holidays are permitted without approval by the Harvest Ridge Reviewer but shall be removed within fifteen (15) days of the applicable holiday. Outside lighting fixtures shall be placed so as to illuminate only the yard of the applicable Lot and so as not to affect or reflect into surrounding residences or yards. No mercury vapor, sodium or halogen light shall be installed on any Lot which is visible from any street unless otherwise approved by the Harvest Ridge Reviewer.

ARTICLE 3
CONSTRUCTION RESTRICTIONS

3.01 Approval for Construction.

No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Development Area unless approved in advance and in writing by the Harvest Ridge Reviewer in accordance with the Covenant, except for any Improvements constructed by Declarant, as set forth in *Section 6.01* of the Covenant. Pursuant to *Section 6.04(b)* of the Covenant, the Harvest Ridge Reviewer has adopted Design Guidelines applicable to the Development Area, attached as **Exhibit "A"** hereto and incorporated herein. All Improvements must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Harvest Ridge Reviewer as authorized by the Covenant

Unless prosecuted by Declarant, no Improvements shall be constructed upon any Lot without the prior written approval of the Harvest Ridge Reviewer in accordance with *Article 6* of the Covenant. Pursuant to the Covenant the Harvest Ridge Reviewer may adopt Design

Guidelines applicable to the Development Area. If adopted, all Improvements must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Harvest Ridge Reviewer or as authorized by the Covenant.

3.02 Fences; Sidewalks. All fences and walls shall comply with all Applicable Law. Unless otherwise approved by the Harvest Ridge Reviewer, no fence, wall or hedge will be erected or maintained on any Lot nearer to the street than the front elevation of the residence constructed on the Lot, except for fences erected in conjunction with the model homes or sales offices. The Harvest Ridge Reviewer will have the sole discretion to determine the front elevation of the residence for the purpose of this *Section 3.02*. No chain-link, metal cloth or agricultural fences may be installed or maintained on a Lot. If required by the Plat, the Owner of each Lot shall construct, at such Owner's sole cost and expense and prior to occupying any Improvement, a sidewalk on such Owner's Lot, located and designed in conformance with the Plat. The Board, in its sole discretion, may undertake the maintenance and staining the fences for corner Lots and on the main streets of the Development Area.

3.03 Trash Containers. Trash containers and recycling bins must be stored in one of the following locations:

(a) inside the garage of the single-family residence constructed on the Lot; or

(b) behind the single-family residence, retaining wall, or fence constructed on the Lot, or concealed by landscaping, in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent Lot.

The Board shall have the right to specify additional locations on each Owner's Lot in which trash containers or recycling bins must be stored.

3.04 Drainage. There shall be no interference with the established drainage patterns over any of the Development Area, including the Lots, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved in advance by the Harvest Ridge Reviewer. Specifically, and not by way of limitation, no Improvement, including landscaping, may be installed which impedes the proper drainage of water between Lots.

3.05 Construction Activities. The Documents will not be construed or applied so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant or a Homebuilder) upon or within the Development Area. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of the Documents by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. If during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly,

offensive, or detrimental to it or any other portion of the Development Area, then the Harvest Ridge Reviewer may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all reasonable expenses incurred in connection therewith.

3.06 Roofing. Unless otherwise approved in advance written approval of the Harvest Ridge Reviewer, the roof of the primary residence constructed on a Lot shall have a roof pitch of no less than 5:12. The roof pitch of dormers, porches and other similar accessory structures attached to the primary residence shall be exempt from this requirement. The roofs of all buildings on a Lot shall be approved in advance written approval of the Harvest Ridge Reviewer. Any other type of roofing material shall be permitted only with the advance written approval of the Harvest Ridge Reviewer. In addition, roofs of buildings may be constructed with "**Energy Efficiency Roofing**" with the advance written approval of the Harvest Ridge Reviewer. For the purpose of this *Section 3.06*, "Energy Efficiency Roofing" means shingles that are designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities. The Harvest Ridge Reviewer will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (a) resemble the shingles used or otherwise authorized for use within the community; (b) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (c) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth the Documents. In conjunction with any such approval process, the Owner should submit information which will enable the Harvest Ridge Reviewer to confirm the criteria set forth in this *Section 3.06*. Any other type of roofing material shall be permitted only with the advance written approval of the Harvest Ridge Reviewer.

3.07 Swimming Pools. Any swimming pool constructed on a Lot must be enclosed with a fence or other enclosure device completely surrounding the swimming pool which, at a minimum, satisfies all Applicable Law and be approved in advance by the Harvest Ridge Reviewer. Nothing in this *Section 3.07* is intended or shall be construed to limit or affect an Owner's obligation to comply with any Applicable Law concerning swimming pool enclosure requirements. Unless otherwise approved in advance by the Harvest Ridge Reviewer, above-ground or temporary swimming pools are not permitted on a Lot.

3.08 Compliance with Setbacks. No residence or any other permanent structure or Improvement may be constructed on any Lot within the Development Area nearer to the street than the minimum building setback lines shown on the Plat and no building shall be located on any utility easement. The Harvest Ridge Reviewer may require additional setbacks in conjunction with the review and approval of proposed Improvements in accordance with *Article 6* of the Covenant.

3.09 Solar Energy Device. Solar Energy Devices may be installed with the advance written approval of the Harvest Ridge Reviewer in accordance with the procedures and requirements set forth below:

(a) Application. To obtain approval of a Solar Energy Device, the Owner shall provide the Harvest Ridge Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner. The Solar Application shall be submitted in accordance with the provisions of *Article 6* of the Covenant.

(b) Approval Process. The Harvest Ridge Reviewer will review the Solar Application in accordance with the terms and provisions of *Article 6* of the Covenant. The Harvest Ridge Reviewer will approve a Solar Energy Device if the Solar Application complies with *Section 3.09(c)* below **UNLESS** the Harvest Ridge Reviewer makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 3.09(c)*, will create a condition that substantially interferes with the use and enjoyment of property within the Development by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Harvest Ridge Reviewer's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section* when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Harvest Ridge Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the Harvest Ridge Reviewer may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the Harvest Ridge Reviewer. If the Owner desires to contest the alternate location proposed by the Harvest Ridge Reviewer, the Owner should submit information to the Harvest Ridge Reviewer which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

3.10 Rainwater Harvesting Systems. Rain barrels or rainwater harvesting systems (a "**Rainwater Harvesting System**") may be installed with the advance written approval of the Harvest Ridge Reviewer.

(a) Application. To obtain Harvest Ridge Reviewer approval of a Rainwater Harvesting System, the Owner shall provide the Harvest Ridge Reviewer with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner.

(b) Approval Process. The decision of the Harvest Ridge Reviewer will be made in accordance with *Article 6* of the Covenant. Any proposal to install a Rainwater Harvesting System on Common Area or Special Common Area must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 3.10* when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Harvest Ridge Reviewer, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the Harvest Ridge Reviewer.

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.

(iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the Harvest Ridge Reviewer.

(d) Guidelines. If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, Common Area, Special Common Area, or another Owner's Lot, the Harvest Ridge Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, Common Area, Special Common Area, or another Owner's Lot. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, Common Area, Special Common Area, or another Owner's Lot, any additional regulations imposed by the Harvest Ridge Reviewer to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the Harvest Ridge Reviewer.

3.11 Xeriscaping. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("**Xeriscaping**") upon written approval by the Harvest Ridge Reviewer. All Owners implementing Xeriscaping shall comply with the following:

(a) Application. Approval by the Harvest Ridge Reviewer is required prior to installing Xeriscaping. To obtain the approval of the Harvest Ridge Reviewer for Xeriscaping, the Owner shall provide the Harvest Ridge Reviewer with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The Harvest Ridge Reviewer is not responsible for: (A) errors or omissions in the Xeriscaping Application submitted to the Harvest Ridge Reviewer for approval; (B) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (C) the compliance of an approved application with Applicable Law.

(b) Approval Conditions. Unless otherwise approved in advance and in writing by the Harvest Ridge Reviewer, each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the Harvest Ridge Reviewer. For purposes of this *Section 3.11*, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the community. For

example, an Owner's Lot plan may be denied if the Harvest Ridge Reviewer determines that: A) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or B) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot;

(ii) At least fifty percent (50%) of the front yard area must include grass; and

(iii) The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the Harvest Ridge Reviewer.

(c) Process. The decision of the Harvest Ridge Reviewer will be made within a reasonable time, or within the time period otherwise required by the specific provisions in the Design Guidelines, if adopted, or other provisions in the Documents that which govern the review and approval of improvements. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this *Section 3.11* when considering any such request.

(d) Approval. Each Owner is advised that if the Xeriscaping Application is approved by the Harvest Ridge Reviewer, installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the Harvest Ridge Reviewer may require the Owner to: (A) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the property; or (B) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Covenant and may subject the Owner to fines and penalties. Any requirement imposed by the Harvest Ridge Reviewer to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

3.12 Utility Lines. No sewer, drainage or water lines shall be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within buildings or structures unless the same shall be constructed, placed or maintained

underground. No wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other structures.

3.13 **Limited or Restricted Parking**. The Association reserves the right to adopt parking rules and regulations within the Development and on any street adjacent thereto. As a result of the required design of the project, driveways constructed on a Lot may not be able to accommodate the parking of vehicles. No vehicle may be parked on a driveway constructed on a Lot if the vehicle, when parked, would obstruct or otherwise block ingress and egress to and from sidewalks adjacent to the driveway, i.e., no portion of the vehicle may extend over a line extended from the rear of one sidewalk adjacent to the driveway to the rear of the other sidewalk adjacent to the driveway. Further, unless otherwise permitted by parking rules and regulations adopted by the Association, no vehicle may be parked on an alley constructed on a Lot and maintained by the Association as Common Area. "**Parked**" as used herein shall be defined as a vehicle left unattended for more than thirty (30) consecutive minutes. This provision will not apply to Declarant or its designee during the Development Period.

3.14 **Water Quality Facilities, Drainage Facilities and Drainage Ponds**. The Common Area may include one or more water quality facilities, sedimentation, drainage and storm water detention facilities, or ponds which serve all or a portion of the Development Area and are inspected, maintained and administered by the Association in accordance with all applicable governmental regulations, codes and ordinances, including Travis County and/or Bastrop County regulations, and state and federal laws. Each Owner is advised that the water quality facilities, sedimentation, drainage and detention facilities and ponds are an active utility feature integral to the Development Area and the proper operation of the Association. One or more of the water quality facilities, drainage and detention facilities or ponds may be located on Common Area generally available to the Owners, Occupants and their guests. In such event, the water quality facilities, drainage and detention facilities or pond area within the Common Area may not be accessed by the Owner, Occupants and their guests and the Association may adopt additional rules with respect to access. Each Owner shall release and hold harmless Declarant, a Homebuilder, the Association and their officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of an Owner or the Owner's guests, tenants or invitees accessing the water quality facilities, drainage and detention facilities or pond area.

3.15 **Garages**. No garage may be permanently enclosed or otherwise used for habitation.

ARTICLE 4
DEVELOPMENT

4.01 Notice of Applicability. Upon Recording, this Development Area Declaration serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration. This Development Area Declaration will apply to and burden a portion or portions of the Property upon the Recording of a Notice of Applicability in accordance with *Section 9.05* of the Covenant describing such portion of the Property by a legally sufficient description and expressly providing that such portion of the Property will be subject to the terms, covenants conditions, restrictions and obligations of this Development Area Declaration. To add land to the Development Area, Declarant will be required only to Record a Notice of Applicability filed pursuant to *Section 9.05* of the Covenant containing the following provisions:

(a) A reference to this Development Area Declaration, which will include the recordation information thereof;

(b) A statement that such land will be considered a part of the Development Area for purposes of this Development Area Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration will apply to the added land; and

(c) A legal description of the added land.

4.02 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw land from the Development Area and remove and exclude from the burden of this Development Area Declaration any portion of the Development Area. Upon any such withdrawal this Development Area Declaration and the covenants, conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development Area withdrawn. To withdraw lands from the Development Area hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

(a) A reference to this Development Area Declaration, which will include the recordation information thereof;

(b) A statement that the provisions of this Development Area Declaration will no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land.

4.03 Assignment of Declarant's Rights. Notwithstanding any provision in this Development Area Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Development Area Declaration to any person or entity and may permit the participation, in whole, in part,

exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

ARTICLE 5
GENERAL PROVISIONS

5.01 Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Area Declaration will run with and bind the portion of the Development Area described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Area Declaration is Recorded, and continuing through and including January 1, 2071, after which time this Development Area Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 5.01*, it being understood and agreed that any change must be approved by a vote of the Members, with each Member casting their vote individually. Notwithstanding any provision in this *Section 5.01* to the contrary, if any provision of this Development Area Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living, as of the date of the first Recording of this document, descendants of Elizabeth II, Queen of England.

5.02 Amendment. This Development Area Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by (i) Declarant, acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. No amendment will be effective without the written consent of Declarant during the Development Period.

5.03 Higher Authority. The terms and provisions of this Development Area Declaration are subordinate to Applicable Law. Generally, the terms and provisions of this Development Area Declaration are enforceable to the extent they do not violate or conflict with Applicable Law.

5.04 Severability. If any provision of this Development Area Declaration is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Development Area Declaration, or, to the extent permitted by applicable law, the validity of such provision as applied to any other person or entity.

5.05 Conflicts. If there is any conflict between the provisions of the Covenant, this Development Area Declaration, or any Rules adopted pursuant to the terms of such documents, the provisions of the Covenant, then the Development Area Declaration, then the Rules, in that order, will govern.

5.06 Acceptance by Owners. Each Owner of a Lot, Condominium Unit, or other real property interest in the Development Area, by the acceptance of a deed of conveyance, and each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Development Area Declaration or to whom this Development Area Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each Owner agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Development Area, and will bind any person having at any time any interest or estate in the Development Area, and will inure to the benefit of each Owner in like manner as though the provisions of this Development Area Declaration were recited and stipulated at length in each and every deed of conveyance.

5.07 Interpretation. The provisions of this Development Area Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Development Area Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Development Area Declaration will be construed and governed under the laws of the State of Texas.

[SIGNATURE PAGE FOLLOWS]

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

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas as
BROHN HOMES

By:_____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 20 day of ~~July~~ October, 2022 by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
Lisa Marie Rivenbark
My Commission Expires
1/14/2023
ID No 12357594

_____
Notary Public Signature

EXHIBIT "A"

DESIGN GUIDELINES

[attached]

HARVEST
Ridge
ELGIN • TEXAS

Design Guidelines

Setbacks/Siting/Fence Placement/Landscape Requirements

Alley Load Houses:

- **Main Fence Internal Lots:**
  - Fence to start 5' from front corner of the house (shall start as close to 5' as possible) depending on architectural features, windows, gas meters, electric meters and panels, low voltage boxes and pool equipment, but shall not be located any closer than 5'.
  - Fence to return 5' forward from front corners of detached garage on alley facing sides
  - Provide front gate on patio side. If AC condenser conflicts, gate to be located on opposing side.
  - Provide rear gate that opens to largest side of rear yard to alley.
  - **(Per Exhibit A1, A2 and B)**
- **Main Fence Corner/Alley corner Lots:**
  - Fence to start 5' forward rear corner of house or 5' forward of rear patio (shall start as close to 5' as possible) depending on architectural features, windows, gas meters, electric meters and panels, low voltage boxes and pool equipment, but shall not be located any closer than 5'.
  - Fence to return 5' forward front corner of detach garage (Street Side and internal side)
  - Fence to be offset 2' from property line – street side (Corner Lot) (3' grass/landscape space between fence and city walk)
  - Fence to be offset 3' from alley/edge of pavement – alley side (Alley lot)
  - Provide front gate on non-street side. If AC condenser conflicts (as they may on corner lots), gate is to be located on opposing side.
  - Provide rear gate that opens to largest side of rear yard.
  - Fence to extend past garage street side to 3' from edge of alley pavement
  - Fence to extend past garage alley side 3' from edge of pavement
  - **(Per Exhibit A1, A2 and B)**

Detached Garages (Alley Load Houses)

- **Detached Garage Siting:**
  - Setback 18.5' from edge of alley access driveway paving
  - Garage set – opposite side as house rear patio

- Garage to be placed 16" (1'-4") from the side setback line, to avoid fire rated soffit
- Garage ingress/egress door to be on the rear of detached garage
- Concrete walk from house rear patio to garage shall be 3' wide. Provide 3'x 3' landing and outswing door @ garage. Walk shall be installed per exhibits and centered on the stoop or patio if possible. **(Eliminate as much sidewalk to house foundation as possible (Sidewalk touching house))**
- Rear wall of garage shall be parallel with the rear wall of the house
- **(Per Exhibit A1, A2 and B)**
- Minimum dimensions of one car garage shall be 11'-8" x 20'-8" (241 s.f.)
- Minimum dimensions of two car garage shall be 19'-8" x 20'-8" (406 s.f.)

- **Required Parking in Front of Detached Garage:**
  - Required parking shall be 18' (w) x 18.5' (d) and a total of no less than 333 s.f. (to be provided for both one and two car garages)
  - Required parking shall be placed in front of the detached garage, between garage and alley. **(Per Exhibit A1, A2 and B)**

Standard Internal Lots; No Garage (Alley Load, Non- Corner Houses)

- **Required Parking:**
  - Required parking shall be 18' (w) x 18.5' (d) and a total of no less than 333 s.f. (to be provided for all internal lots, non-corner, without garage)
  - Required parking shall be placed as shown **(Per Exhibit A1 and A2)**

Standard Storage Shed (Excludes Street Corner/ Alley Corner Lots)

- **Storage Shed Siting & Materials:**
  - Storage shed to be placed 5' from rear fence and 3' from rear walkway.
  - Storage shed colors and materials (including shingles) to match house
  - **(Per Exhibit A1)**
- **Standard Storage Shed Applicability**
  - All Internal Lots (non-corner) without a garage option, shall receive a standard storage shed and sited accordingly **(Per Exhibit A1)**

Lead Walk/City Walk (Alley/ Front Load Houses):

- Lead walk shall connect the house to the back of curb). Width of 3'
- City walk to be **4'** in width. City walk shall sit 1' from front property line and installed within the ROW (or per City/County Requirements)
- **(Per Exhibit A1, A2, B, C and D)**

Front Load Houses:

- **Main Fencing Internal Lots:**
  - Fence to start @ rear corners of house
  - Fence to be standard 6' fence

- Gate to be installed on garage side
- **(Per Exhibit C and D)**

- **Main Fencing Corner Lots:**
  - Fence to start 5' forward rear corner of house or 5' forward rear patio on street side
  - Fence to start @ rear corner of house non street side
  - Fence to be offset 2' from property line – street side (Corner Lot) (3' grass/landscape space between fence and city walk)
  - Gate to be installed on non-street side
  - **(Per Exhibit C and D)**

General Fencing:

- **Front Loads/Alleys:**
  - Fencing to be 6' in height on all alley lots
  - Fencing to be 6' in height on all front load lots (even when adjacent to an alley load lot)
  - All street facing fencing shall consist of 1"x4" pickets with 2"x6" cap and 1"x2" trim (Alleys and Front Loads)
  - All Fencing to be painted "white paint" (Color – PPG (Pittsburg Paint "WHITE NG" Paint)
  - Fencing shall be placed on the property line as required, unless otherwise noted herein.
  - Fencing on the property line facing forward (towards front ROW) **AND** fence returns facing ROW, connecting the house, shall be "street facing fencing" (Fence returns and fence on the property line forward shall both be "street facing fencing") **(Per Exhibits A1, A2, B, C and D)**
  - Fencing shall be good neighbor on **ALL** internal fences

General House Siting Requirements:

- 25' alley product placed on a 40-alley lot shall be centered on the lot and shall have 7.5' side setbacks each side.
- All product shall be placed on the center of the lot, unless a lot fit issue. Then house to be placed as required
- Corner lots: Front porches shall be placed on the street side of a corner lot

General Planting Requirements:

- **All Front yards** shall be landscaped using a minimum of 20 shrubs consisting of (10) 5 gallon shrubs, (5) 3 gallon shrubs and (5) 1 gallon shrubs.

- Screen all A/C condenser units/gas meters/Elec meters and panels/low voltage boxes, pool equipment and any above ground utilities with shrubs if not screened with fence

- **All corner/ROW side lots (Alley's)** shall get Thirteen shrubs installed against the house (Street side), 10 – (2 sets of 5) shrubs (3 gallon Knock Out Roses) against the fence between sidewalk and fence (Centered on fence), 1 (4") alley corner tree installed between the ROW and the driveway and three 4" street trees installed within the ROW (Street Side) (**Per Exhibit A)** (Shrubs shown on

Exhibit A, B and C are in a General location – planting locations are subject to house windows/porches/etc.) (Street Trees spaced evenly within the ROW on street side). ***See below for front yard requirements for both alleys and front loads***

- **All corner/Alley side lots** shall get Thirteen shrubs installed against the house (Alley side), 10 – (2 sets of 5) shrubs (3 gallon Knock Out Roses) against the fence between sidewalk and fence (Centered on fence), 1 (4") alley corner tree installed between the alley street and the driveway and two ornamental trees (6-10' tall minimum) installed between the house and the alley (Alley Street Side) (**Per Exhibit B)** (Shrubs shown on **Exhibit B** are in a General location – planting locations are subject to house windows/porches/etc.) (Ornamental Trees spaced evenly along the alley side) (8 shrubs installed in groups of 4 (2 sets) shall be spaced evenly along the fence.)

- **Alley load rear plantings** shall consist of one 2"-3" yard tree (Live Oak) and (5) one-gallon shrubs to be located on the non-garage side. **(Per Exhibit A1, A2, and B)**

- **All corner/street side lots (Front Loads)** shall get Thirteen shrubs installed against the house (Street side), (2 sets of 5) shrubs (3 gallon Knock Out Roses) against the fence between sidewalk and fence (Centered on fence) and four 4" street trees installed within the ROW (Street Side) (**Per Exhibit C)** (Shrubs shown on **Exhibit C** are in a General location – planting locations are subject to house windows/porches/etc.) (Street Trees spaced evenly within the ROW on street side). ***See below for front yard requirements for both alleys and front load***

General Front Yard Landscape:

- All alley lots shall get one 4" street yard tree planted in the ROW, one 4" Live Oak front yard tree, and one ornamental tree (6-10' tall minimum). Front Street yard tree shall be centered on the lot. If lot is atypical; placement to be approved by the Architectural Control Committee **(Per Exhibit A1, A2, and B)**

- All alley lots shall have front yard landscape beds which shall start from the house and stop 5' from the city walk and generally the width of the lot. Grass shall be installed starting @ back of city walk running 5' towards the house. **(Per Exhibit A1, A2, and B)**

- All front load internal lots shall get one 4" street yard tree planted in the ROW, one 4" Live Oak front yard tree and 1 ornamental tree (6-10' tall minimum). Front Street yard tree shall be centered on the lot. If lot is atypical; placement to be approved by the Architectural Control Committee (**Per Exhibit C and D)**

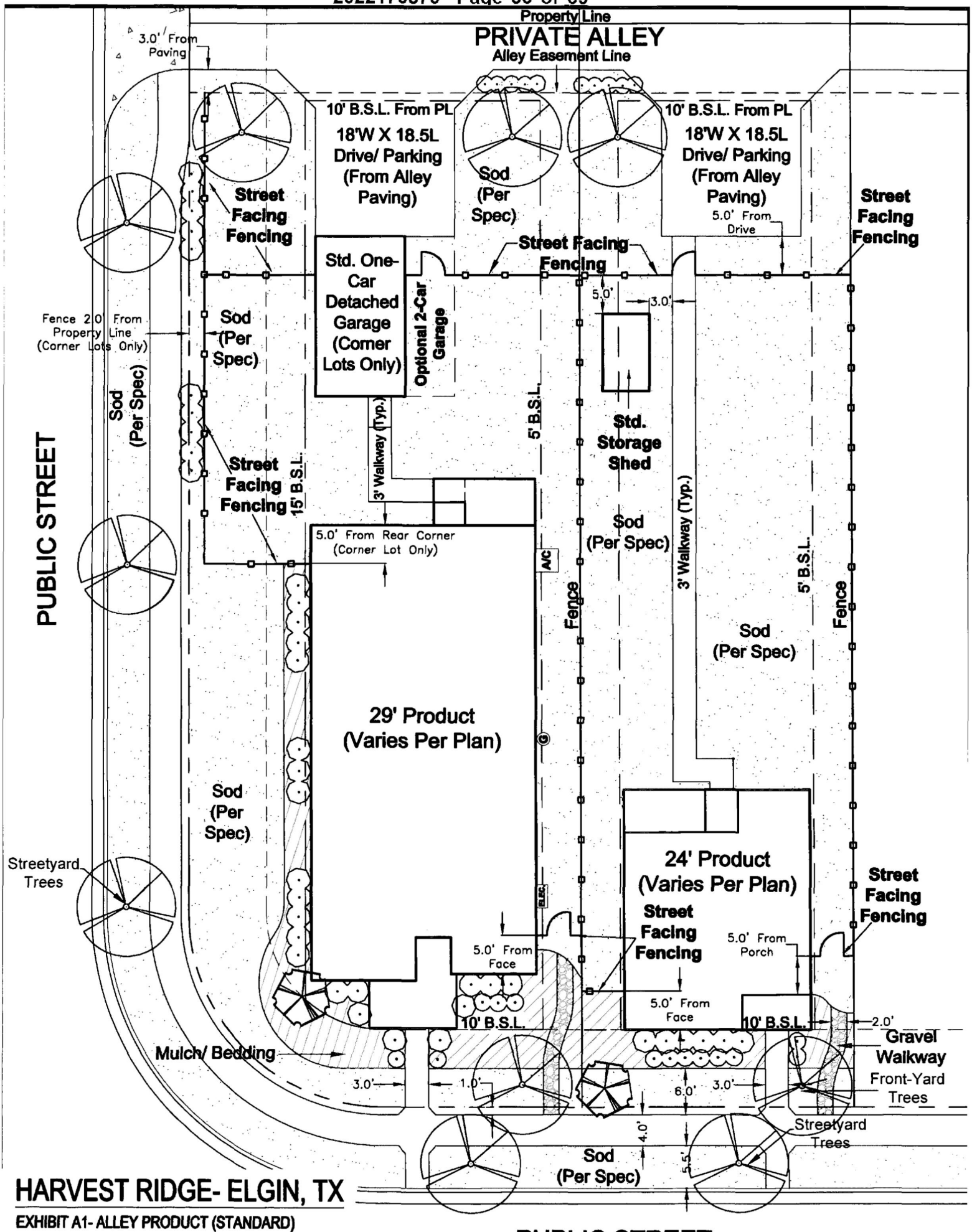
- All Street Yard Trees Shall be Lacebark Elm

- Front Yard Trees Shall Be Live Oak

- Full shrub package shall be provided for approval on all lots.

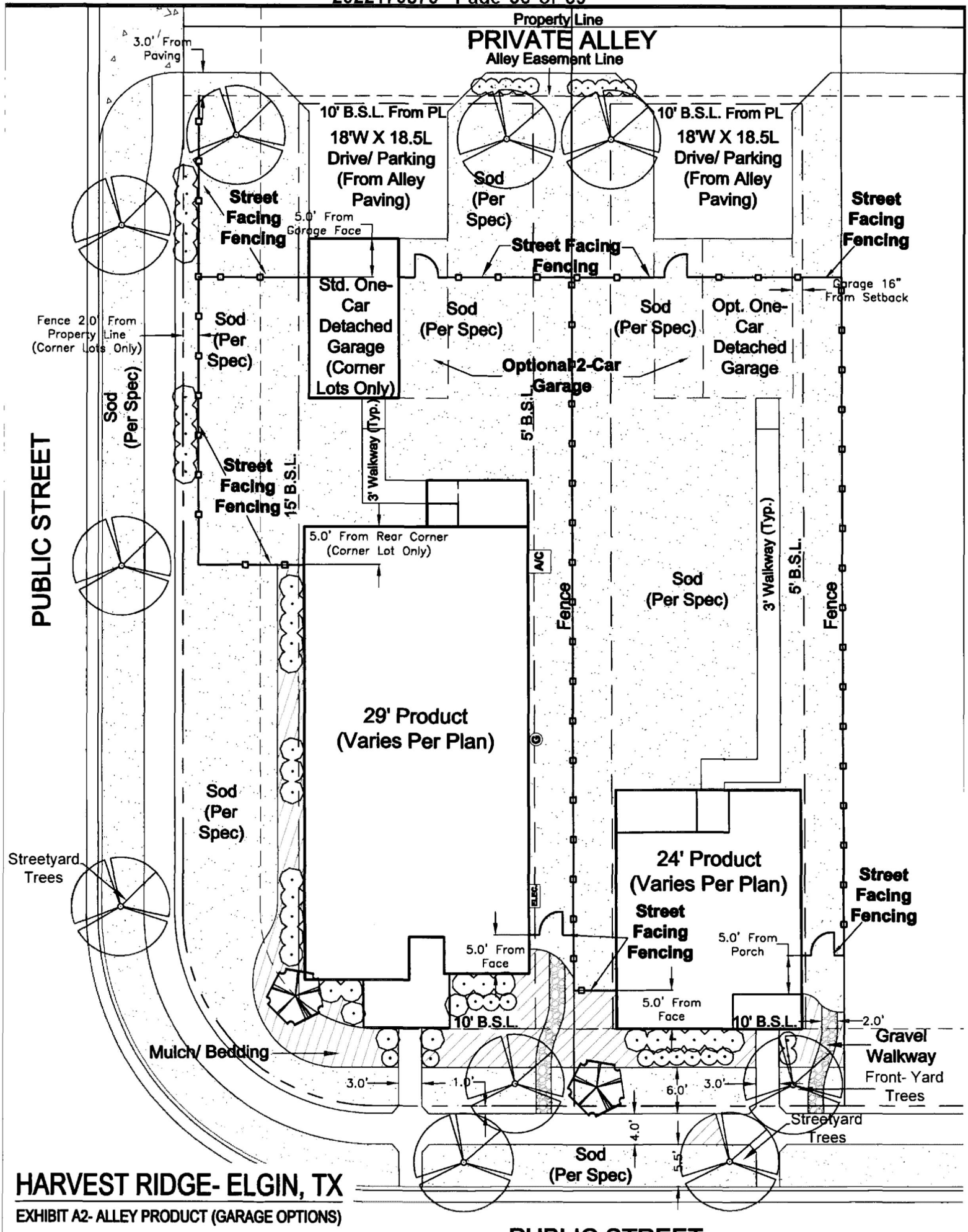
Above Ground Utilities – Corner Lots:

- All A/C condensing units, electric meters, electric panels/sub panels, Gas Meters, Low Voltage Boxes, Pool Equipment, Etc. – Shall all be located on non-street side (Corner Lot). Above ground utilities shall be buffered, per this document, on all sides that are visible/ exposed with 3 gallon shrubs. **(Per Exhibits A1, A2, B, C and D)**



HARVEST RIDGE- ELGIN, TX

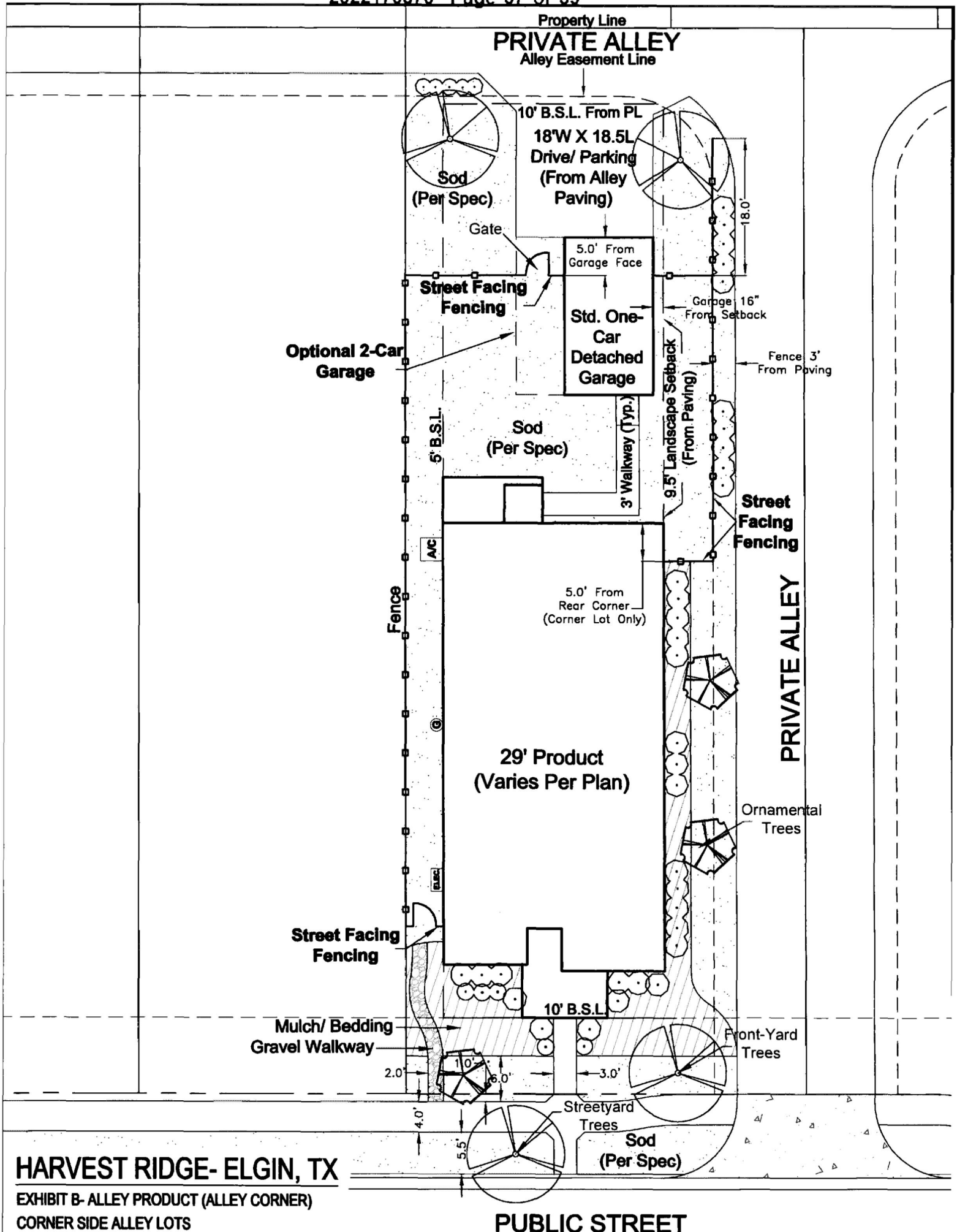
EXHIBIT A1- ALLEY PRODUCT (STANDARD)
CORNER AND INTERNAL LOTS



HARVEST RIDGE- ELGIN, TX

EXHIBIT A2- ALLEY PRODUCT (GARAGE OPTIONS)
CORNER AND INTERNAL LOTS

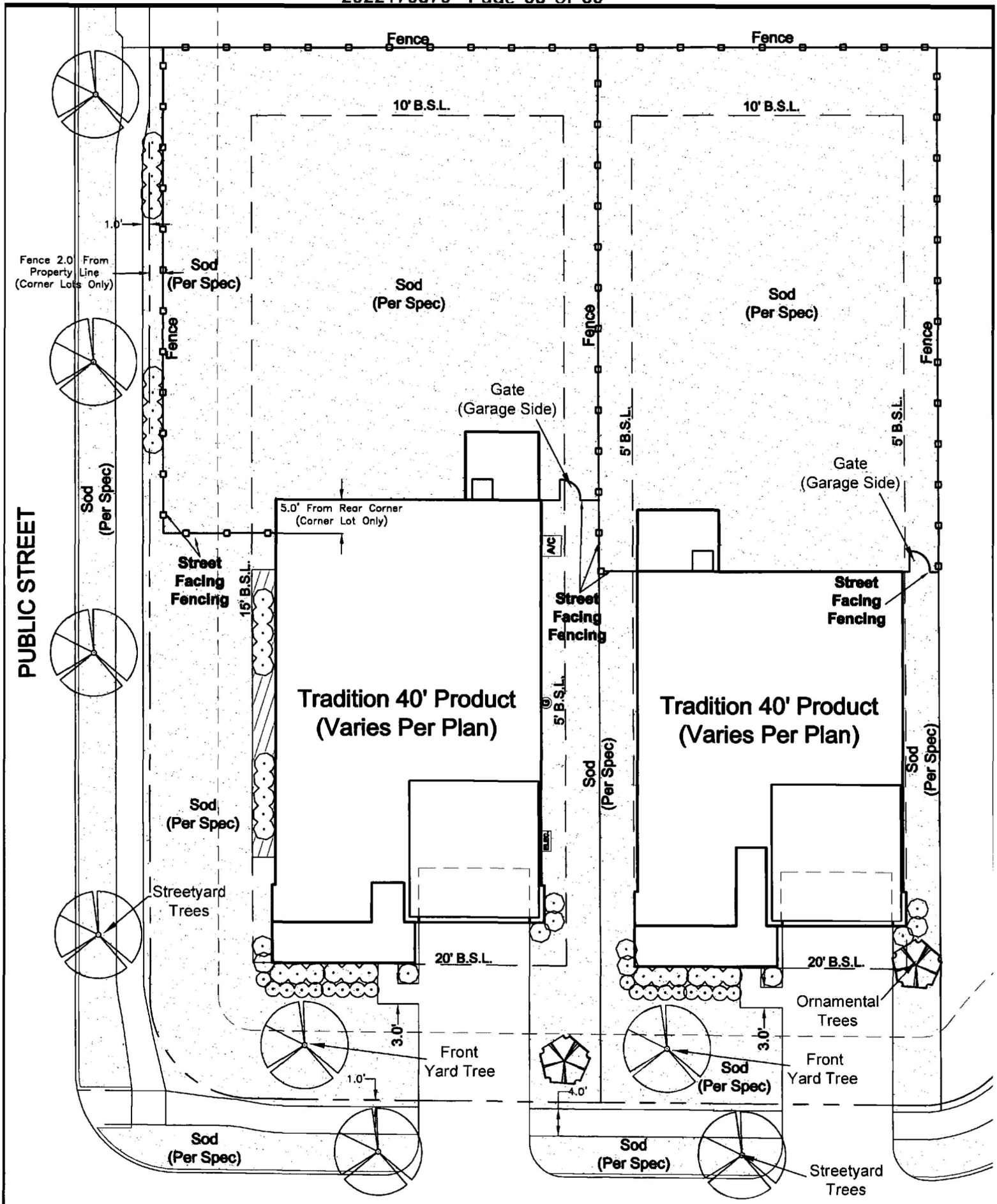
PUBLIC STREET



HARVEST RIDGE- ELGIN, TX

EXHIBIT B- ALLEY PRODUCT (ALLEY CORNER)

CORNER SIDE ALLEY LOTS

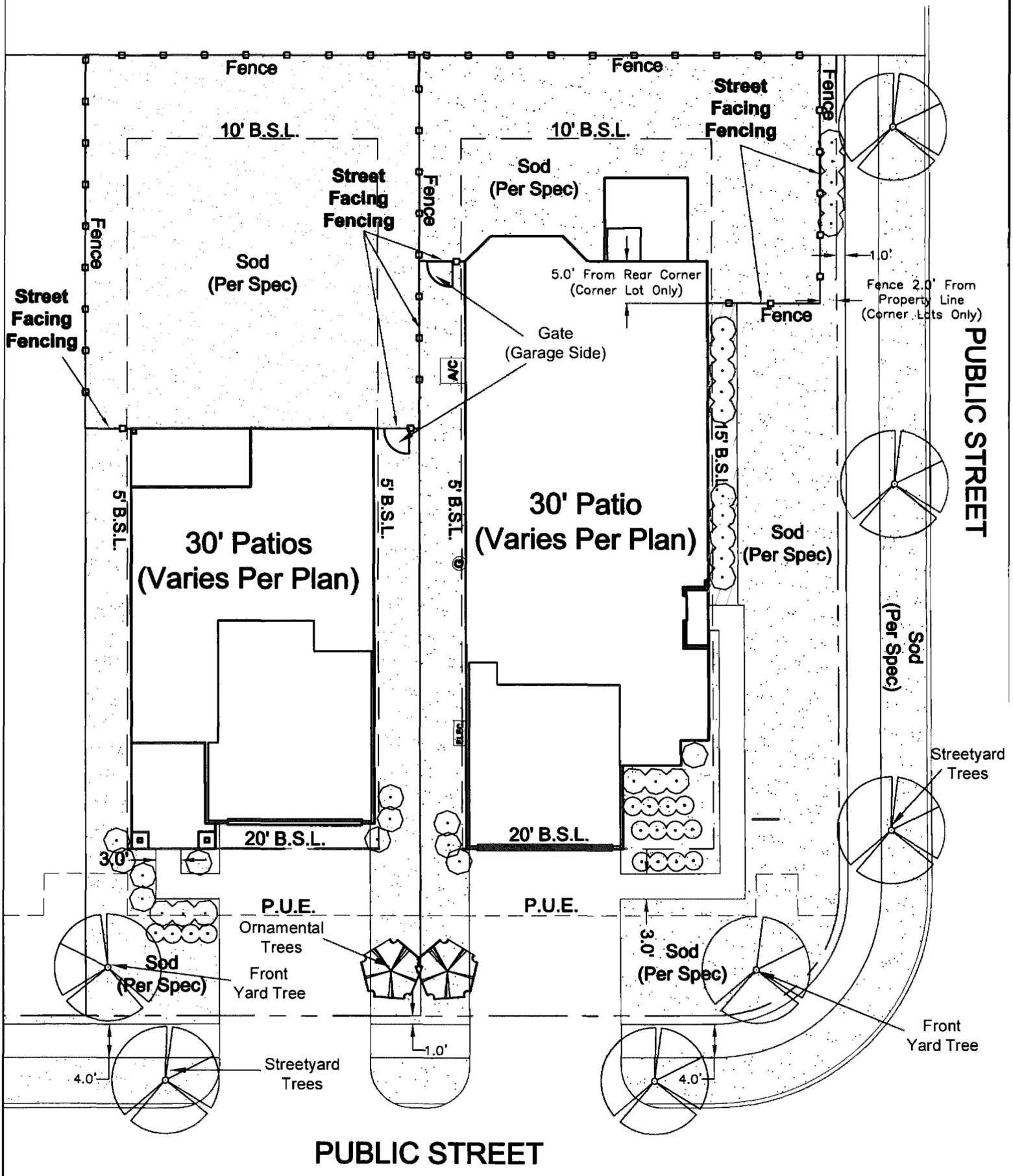


HARVEST RIDGE- ELGIN, TX

PUBLIC STREET

EXHIBIT C- TRADITION FRONT LOAD PRODUCT

CORNER AND INTERNAL LOTS



HARVEST RIDGE- ELGIN, TX

EXHIBIT D- PATIO FRONT LOAD PRODUCT

CORNER AND INTERNAL LOTS

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

KRISTA BARTSCH, County Clerk
Bastrop Texas
October 24, 2022 09:31:59 AM 202222352
FEE: $178.00
MISCELLANEOUS

HARVEST
Ridge
ELGIN • TEXAS

DEVELOPMENT AREA DECLARATION

[RESIDENTIAL]

Development Area 1

Bastrop County and Travis County, Texas

Declarant: **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES**

Cross reference to Harvest Ridge Master Covenant, recorded as Document No. 2022170416 in the Official Public Records of Travis County, Texas, and as Document No. 202222289 in the Official Public Records of Bastrop County, Texas, as amended from time to time.

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HARVEST RIDGE
DEVELOPMENT AREA DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

[RESIDENTIAL]

DEVELOPMENT AREA 1

This Harvest Ridge Development Area Declaration of Covenants, Conditions, and Restrictions [Residential] – Development Area 1 (this "**Development Area Declaration**") is made by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Declarant**"), and is as follows:

RECITALS

A. Declarant previously Recorded that certain Harvest Ridge Master Covenant, recorded as Document No. 2022170416, in the Official Public Records of Travis County, Texas, and as Document No. 202222289, in the Official Public Records of Bastrop County, Texas (the "**Covenant**").

B. Pursuant to the Covenant, Declarant served notice that portions of the Property may be made subject to one or more Development Area Declarations upon the Recording of one or more Notices of Applicability in accordance with *Section 9.05* of the Covenant, and once such Notices of Applicability have been Recorded, the portions of the Property described therein will constitute a Development Area and will be governed by and fully subject to this Development Area Declaration in addition to the Covenant.

A Development Area is a portion of Harvest Ridge that is subject to the terms and provisions of the Covenant. A Development Area Declaration includes specific restrictions which apply to the Development Area, in addition to the terms and provisions of the Covenant.

C. Upon the further Recording of one or more Notices of Applicability, portions of the Property identified in such notice or notices will be subject to the terms and provisions of this Development Area Declaration. The Property made subject to the terms and provisions of this Development Area Declaration will be referred to herein as the "**Development Area**."

NOW, THEREFORE, it is hereby declared: (i) those portions of the Property as and when made subject to this Development Area Declaration by the filing of a Notice of Applicability will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each Owner thereof; and (ii) each contract or deed conveying those portions of the Property which are made

subject to this Development Area Declaration will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Development Area Declaration will supplement and be in addition to the covenants, conditions, and restrictions of the Covenant.

ARTICLE 1
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Development Area Declaration will have the meanings hereinafter specified:

"**Solar Energy Device**" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

Any other capitalized terms used but not defined in this Development Area Declaration shall have the meaning subscribed to such terms in the Covenant.

ARTICLE 2
GENERAL AND USE RESTRICTIONS

All of the Development Area shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.01 General.

(a) Conditions and Documents. The Development Area will be owned, held, encumbered, leased, used, occupied and enjoyed subject to this Development Area Declaration and the Documents.

(b) Ordinances. Ordinances and requirements imposed by local governmental authorities are applicable to the Development Area. Compliance with the Documents is not a substitute for compliance with such ordinances and regulations. Please be advised that the Documents do not purport to list or describe each restriction which may be applicable to the Development Area. Each Owner is advised to review all ordinances, requirements, regulations and encumbrances affecting the use and improvement of their Lot prior to submitting plans to the Harvest Ridge Reviewer for approval. Furthermore, approval by the Harvest Ridge Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of any ordinances, requirements, regulations or encumbrances which may affect the Owner's Lot. Certain encumbrances may benefit parties whose interests are not addressed by the Harvest Ridge Reviewer.

NOTICE
The Documents are subject to change from time to time. By owning or occupying a Lot, you agree to remain in compliance with the Documents, as they may change from time to time.

2.02 Conceptual Plans. All master plans, site plans, brochures, illustrations, information and marketing materials relating to the Development Area (collectively, the "**Conceptual Plans**") are conceptual in nature and are intended to be used for illustrative purposes only. The land uses and Improvements reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the Development Area may include uses which are not shown on the Conceptual Plans. Neither Declarant nor any Homebuilder or other developer of any portion of the Development Area makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Development Area and it is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans in making the decision to purchase any land or Improvements within the Development Area. Each Owner who acquires a Lot within the Development Area acknowledges that development of the Development Area will likely extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Development Area or changes in the Conceptual Plans as they may be amended or modified from time to time.

2.03 Single-Family Residential Use. The Development Area shall be used solely for private single-family residential purposes. The Development Area may not be used for any other purposes without the prior written consent of Declarant, which consent may be withheld by Declarant in its sole and absolute discretion.

No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Development Area, except an Owner or Occupant may conduct business activities within a residence so long as: (i) such activity complies with Applicable Law; (ii) participation in the business activity is limited to the Owner(s) or Occupant(s) of a residence; (iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business within the Development Area, sound, or smell from outside the residence; (iv) the business activity does not involve door-to-door solicitation of residents within the Development Area; (v) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Development Area which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Development Area and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Occupants of the Development Area as may be determined in the sole discretion of the Board; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. In addition, for the purpose of obtaining any business or commercial license, neither the residence nor Lot will be considered open to the public. The terms

"business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required. Leasing of a residence shall in compliance with *Section 2.04* will not be considered a business or trade within the meaning of this subsection. This subsection will not apply to any activity conducted by Declarant or a Homebuilder.

2.04 Rentals. No portion of the Development Area may be used as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, or any similar purpose, but the primary residence constructed on a Lot may be leased for residential purposes for a lease term of no less than six (6) months. All leases will be in writing. The Owner must provide to its lessee copies of the Documents. Notice of any lease, together with such additional information as may be required by the Board, must be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. All leases must be for the entire residence.

2.05 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Harvest Ridge Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Harvest Ridge Reviewer.

2.06 Hazardous Activities. No activities may be conducted on or within the Development Area and no Improvements may be constructed on or within any portion of the Development Area which, in the opinion of the Board, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Development Area unless discharged in conjunction with an event approved in advance by the Board and no open fires may be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units while attended and in use for cooking purposes. No portion of the Development Area may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.07 Insurance Rates. Nothing shall be done or kept on the Development Area which would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area or the Special Common Area, or the Improvements located thereon, without the prior written approval of the Board.

2.08 Mining and Drilling. No portion of the Development Area may be used 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. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Development Area by Declarant. Furthermore, this provision will not be interpreted to prevent the drilling of water wells by Declarant or otherwise approved in advance by the Harvest Ridge Reviewer which are required to provide water to all or any portion of the Development Area. All water wells must also be approved in advance by any applicable regulatory authority.

2.09 **Noise**. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Development Area so as to be offensive or detrimental to any other portion of the Development Area or to its Occupants.

2.10 **Animals - Household Pets**. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on or within the Development Area (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys, chickens or other exotic animals). The Board may determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. No Owner or Occupant may keep on such Owner's Lot more than three (3) cats and dogs, in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Development Area other than within the Owner's residence, or the fenced yard space associated therewith, unless confined to a leash. The Board may restrict pets to certain areas on the Development Area. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Development Area, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No pet may be left unattended in yards, porches or other outside area. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law. All pets not confined to a residence must wear collars with appropriate identification tags and all outdoor cats are required to have a bell on their collar. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner or Occupant, upon written notice, may be required to remove the pet from the Development Area.

2.11 **Rubbish and Debris**. As determined by the Board, no rubbish or debris of any kind may be placed or permitted to accumulate on or within the Development Area, and no odors will be permitted to arise therefrom so as to render all or any portion of the Development Area unsanitary, unsightly, offensive, or detrimental to any other property or Occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will

contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

2.12 Maintenance. The Owners of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Board, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this *Section 2.12* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Board, in its sole discretion:

(i) Prompt removal of all litter, trash, refuse, and wastes.

(ii) Lawn mowing and edging.

(iii) Tree and shrub pruning.

(iv) Watering.

(v) Keeping exterior lighting and mechanical facilities in working order.

(vi) Keeping lawn and garden areas alive, free of weeds, and attractive.

(vii) Keeping planting beds free of turf grass.

(viii) Keeping sidewalks and driveways in good repair.

(ix) Complying with Applicable Law.

(x) Repainting of Improvements.

(xi) Repair of exterior damage, and wear and tear to Improvements.

2.13 Street Landscape Area-Owner's Obligation to Maintain Landscaping. Each Owner will be responsible, at such Owner's sole cost and expense, for maintaining mowing, replacing, pruning, and irrigating the landscaping between the boundary of such Owner's Lot and the curb of any adjacent right-of-way, street or alley (the "**ST Landscape Area**") unless the responsibility for maintaining the ST Landscape Area is performed by the Association.

2.14 Antennas. Except as expressly provided below, no exterior radio or television antennas or aerial or satellite dish or disc, nor any Solar Energy Device, may be erected, maintained or placed on a Lot without the prior written approval of the Harvest Ridge Reviewer; provided, however, that:

(i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television or radio broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "**Permitted Antennas**") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Harvest Ridge Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Development.

2.15 Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot and shall not encroach upon any street, Common Area, Special Common Area, or any other portion of the Development Area. A Permitted Antenna shall be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Development Area, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Harvest Ridge Reviewer are as follows:

(i) attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(ii) attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Harvest Ridge Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, e.g., DirecTV or Dish satellite dishes, are permitted, HOWEVER, you are required to comply with the rules regarding installation and placement. These rules and regulations may be modified by the Harvest Ridge Reviewer from time to time. Please contact the Harvest Ridge

Reviewer for the current rules regarding installation and placement.

2.16 Signs. All signs must comply with Applicable Law. Unless otherwise permitted by Applicable Law, no sign of any kind may be displayed to the public view on any Lot without the prior written approval of the Harvest Ridge Reviewer, except for:

(a) Declarant Signs. Signs erected by Declarant or erected with the advance written consent of Declarant;

(b) Security Signs. One small security service sign per Lot, provided that the sign has a maximum face area of two (2) square feet and is located no more than five (5) feet from the front elevation of the principal residence constructed upon the Lot;

(c) Permits. Permits as may be required by Applicable Law;

(d) Religious Item on Door. A religious item on the entry door or door frame of a residence (which may not extend beyond the outer edge of the door frame);

(e) Candidate or Measure Signs. Candidate or measure signs may be erected provided the sign: (i) is erected no earlier than the 90th day before the date of the election to which the sign relates; (ii) is removed no later than the 10th day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or measure item. In addition, signs which include any of the components or characteristics described in Section 259.002(d) of the Texas Election Code are prohibited;

(f) School Spirit Signs. One (1) temporary school "spirit" sign placed on the Lot. The sign must be professionally made and shall be limited to maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post. The overall height of the sign from finished grade at the spot where the sign is located may not exceed four (4) feet. The sign must be removed within five (5) business days following the athletic season for which the sign relates; and

(g) No Soliciting Signs. A "no soliciting" sign near or on the front door to the principal residence constructed upon the Lot, provided, that the sign may not exceed twenty-five (25) square inches.

Any "For Sale" or "For Lease" sign must be approved in advance by the Harvest Ridge Reviewer.

2.17 Flags. Owners are permitted to display certain flags on the Owner's Lot, as further set forth below:

(a) Approval Requirements. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch

of the United States Military, or one (1) flag with official insignia of a college or university ("**Permitted Flag**") and permitted to install a flagpole no more than five feet (5′) in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("**Permitted Flagpole**"). Only two (2) Permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Harvest Ridge Reviewer. Approval by the Harvest Ridge Reviewer is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot ("**Freestanding Flagpole**").

(b) Installation and Display. Unless otherwise approved in advance and in writing by the Harvest Ridge Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

(i) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;

(ii) Any Permitted Flagpole must be no longer than five feet (5′) in length and any Freestanding Flagpole must be no more than twenty feet (20′) in height

(iii) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3′x5′);

(iv) The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(v) The display of a Permitted Flag, or the location and construction of a Permitted Flagpole or Freestanding Flagpole must comply with Applicable Law, easements and setbacks of record;

(vi) Each Permitted Flagpole or Freestanding Flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction thereof and harmonious with the residence;

(vii) Any Permitted Flag, Permitted Flagpole, and Freestanding Flagpole must be maintained in good condition and any deteriorated Permitted Flag or deteriorated or structurally unsafe Permitted Flagpole or Freestanding Flagpole must be repaired, replaced or removed;

(viii) A Permitted Flag may be illuminated by no more than one (1) landscaping light of low beam intensity which shall not be aimed towards or

directly affect any neighboring Lot. Such illumination will also comply with the outdoor lighting restrictions set forth in the Documents; and

(ix) Any external halyard of a Permitted Flagpole and Freestanding Flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the Permitted Flagpole and Freestanding Flagpole.

2.18 Tanks. The Harvest Ridge Reviewer must approve any tank used or proposed in connection with a residence, including tanks for storage of fuel, water, oil, or liquid petroleum gas (LPG), and including swimming pool filter tanks. No elevated tanks of any kind may be erected, placed or permitted on any Lot within the Development Area without the advance written approval of the Harvest Ridge Reviewer. All permitted tanks must be screened from view in accordance with a screening plan approved in advance by the Harvest Ridge Reviewer. This provision will not apply to a tank used to operate a standard residential gas grill.

2.19 Temporary Structures. No tent, shack, or other temporary building, Improvement, or structure shall be placed upon the Development Area without the prior written approval of the Harvest Ridge Reviewer; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for Declarant, Homebuilders, architects, and foremen during actual construction may be maintained with the prior approval of Declarant (unless placed by Declarant), approval to include the nature, size, duration, and location of such structure.

2.20 Outside Storage Buildings. Outside storage buildings located in a fenced rear yard of a Lot within the Development Area are allowed with the prior written approval of the Harvest Ridge Reviewer. One (1) permanent storage building will be permitted if the storage building complies with all Applicable Law and otherwise, to the extent not less than stringent than Applicable Law, if: (i) the surface area of the pad on which the storage building is constructed is no more than one hundred (100) square feet; (ii) the height of the storage building, measured from the surface of the Lot to the highest point of the storage building, is no more than eight and one half feet (8½'); (iii) the exterior of the storage building is constructed of the same or substantially similar materials and of the same color as the principal residential structure constructed on the Lot within the Development Area; (iv) the roof of the storage building is the same material and color as the roof of the principal residential structure constructed on the Lot within the Development Area; and (v) the storage building is constructed within all applicable building setbacks. No storage building may be used for habitation.

2.21 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment shall be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance

work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. No: (i) racing vehicles; or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag shall be permitted to remain visible on any Lot or to be parked on any roadway within the Development Area.

2.22 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes, travel trailers or recreational vehicles shall be parked or placed on any street right of way, Lot, or used as a residence, either temporary or permanent, at any time; provided, however, such vehicles may be parked temporarily for a period not to exceed seventy-two (72) consecutive hours during each two (2) month period.

2.23 Basketball Goals; Permanent and Portable. Permanent basketball goals are permitted in the front of the residence on a Lot within the Development Area, provided the basketball goal is located approximately twenty feet (20') from the street curb. Permanent basketball goals are not permitted in any street right-of-way. The basketball goal backboard must be perpendicular to the street and mounted on a black metal pole permanently installed in the ground. Portable basketball goals are prohibited. Basketball goals must be properly maintained and painted, with the net in good repair. All basketball goals must be approved by the Harvest Ridge Reviewer prior to being placed on any Lot.

2.24 Compliance with Documents. Each Owner, his or her family, Occupants of a Lot, tenants, and the guests, invitees, and licensees of the preceding shall comply strictly with the provisions of the Documents as the same may be amended from time to time. Failure to comply with any of the Documents shall constitute a violation of the Documents and may result in a fine against the Owner in accordance with *Section 5.14* of the Covenant, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by Declarant, the Board on behalf of the Association, the Harvest Ridge Reviewer, or by an aggrieved Owner. Without limiting any rights or powers of the Association, the Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of Documents, and the Owner whose violation has been so remedied shall be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in the Covenant for Assessments and may be collected by any means provided in the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such

liens against the Owner's Lot(s). **Each such Owner shall release and hold harmless the Association and its officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this *Section 2.24* (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence**.

2.25 Liability of Owners for Damage to Common Area. No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Common Area or the Special Common Area without the prior written approval of the Board and Declarant during the Development Period. Each Owner shall be liable to the Association for any and all damages to: (i) the Common Area, the Special Common Area, and any Improvements constructed thereon; or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner or Owner's family, or by any tenant or other Occupant of such Owner's Lot, or any guest or invitee of such Owner or Occupant. The full cost of all repairs of such damage shall be an Individual Assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided in *Section 5.07* of the Covenant.

2.26 No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of the Documents. Any Owner acquiring a Lot in reliance on one or more of the Documents shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

2.27 Party Wall Fences. A fence or wall located on or near the dividing line between two (2) Lots within the Development Area and intended to benefit both Lots constitutes a "**Party Wall**" and, to the extent not inconsistent with the provisions of this *Section 2.27*, is subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions.

(a) Encroachments & Easement. If the Party Wall is on one Lot due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this *Section 2.27*. Each Lot sharing a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement, or movement in any portion of the Party Wall, so that the encroachment may remain undisturbed as long as the Party Wall stands. Each Lot is subject to a reciprocal easement for the maintenance, repair, replacement, or reconstruction of the Party Wall.

(b) Right to Repair. If the Party Wall is damaged or destroyed from any cause, the Owner of either Lot may repair or rebuild the Party Wall to its previous

condition, and to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, the other Owner or Owners that the wall serves shall thereafter contribute to the cost of restoration thereof in equal proportions without prejudice, subject however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions. The Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt Party Wall. No Party Wall may be constructed, repaired, or rebuilt without the advance written approval of the Harvest Ridge Reviewer in accordance with *Article 6* of the Covenant.

(c) Maintenance Costs. The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the Party Wall, that Owner will bear the entire cost of repair, reconstruction, or replacement. If an Owner fails or refuses to pay his share of costs of repair or replacement of the Party Wall, the Owner advancing monies has a right to file a claim of lien for the monies advanced in the Official Public Records of Travis County, Texas or the Official Public Records of Bastrop County, Texas, as applicable, and has the right to foreclose the lien as if it were a mechanic's lien. The right of an Owner to require contribution from another Owner under this *Section 2.27* is appurtenant to the Lot and passes to the Owner's successors in title.

(d) Alterations. The Owner of a Lot sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use, condition, or appearance of the Party Wall to the adjoining Lot. The Party Wall will always remain in the same location as when erected unless otherwise approved by the Owner of each Lot sharing the Party Wall and the Harvest Ridge Reviewer.

(e) Dispute Resolution. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Section (the "**Dispute**"), the parties shall submit the Dispute to mediation. Should the parties be unable to agree on a mediator within ten (10) days after written request therefore by the Board, the Board shall appoint a mediator. If the Dispute is not resolved by mediation, the Dispute shall be resolved by binding arbitration. Either party may initiate the arbitration. Should the parties be unable to agree on an arbitrator within ten (10) days after written request therefore by the Board, the Board shall appoint an arbitrator. The decision of the arbitrator shall be binding upon the parties and shall be in lieu of any right of legal action that either party may have against the other. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) implement the decision of the mediator or arbitrator, as applicable, the Board may implement said mediator's or arbitrator's decision, as applicable. If the Board implements the mediator's or arbitrator's decision on behalf of an Owner, the Owner otherwise responsible therefor will be personally liable to the Association for the cost of

obtaining the all costs and expenses incurred by the Association in conjunction therewith. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder will be secured by the liens reserved in the Covenant for Assessments and may be collected by any means provided in the Covenant for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

2.28 Playscapes and Sports Courts. Playscapes and Sport Courts are permissible at the sole discretion of the Harvest Ridge Reviewer. If allowed, these facilities must be properly sited and screened so as to minimize the visual and audio impact of the facility on adjacent properties. Sport Courts may not be lighted or enclosed with netting.

2.29 Decorations and Lighting. Unless otherwise permitted by *Section 2.16(d)*, no decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains, or other decorative embellishments shall be placed on the residence or on the front yard or on any other portion of a Lot which is visible from any street, unless such specific items have been approved in writing by the Harvest Ridge Reviewer. Customary seasonal decorations for holidays are permitted without approval by the Harvest Ridge Reviewer but shall be removed within fifteen (15) days of the applicable holiday. Outside lighting fixtures shall be placed so as to illuminate only the yard of the applicable Lot and so as not to affect or reflect into surrounding residences or yards. No mercury vapor, sodium or halogen light shall be installed on any Lot which is visible from any street unless otherwise approved by the Harvest Ridge Reviewer.

ARTICLE 3
CONSTRUCTION RESTRICTIONS

3.01 Approval for Construction.

No Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Development Area unless approved in advance and in writing by the Harvest Ridge Reviewer in accordance with the Covenant, except for any Improvements constructed by Declarant, as set forth in *Section 6.01* of the Covenant. Pursuant to *Section 6.04(b)* of the Covenant, the Harvest Ridge Reviewer has adopted Design Guidelines applicable to the Development Area, attached as **Exhibit "A"** hereto and incorporated herein. All Improvements must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Harvest Ridge Reviewer as authorized by the Covenant

Unless prosecuted by Declarant, no Improvements shall be constructed upon any Lot without the prior written approval of the Harvest Ridge Reviewer in accordance with *Article 6* of the Covenant. Pursuant to the Covenant the Harvest Ridge Reviewer may adopt Design

Guidelines applicable to the Development Area. If adopted, all Improvements must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Harvest Ridge Reviewer or as authorized by the Covenant.

3.02 Fences; Sidewalks. All fences and walls shall comply with all Applicable Law. Unless otherwise approved by the Harvest Ridge Reviewer, no fence, wall or hedge will be erected or maintained on any Lot nearer to the street than the front elevation of the residence constructed on the Lot, except for fences erected in conjunction with the model homes or sales offices. The Harvest Ridge Reviewer will have the sole discretion to determine the front elevation of the residence for the purpose of this *Section 3.02*. No chain-link, metal cloth or agricultural fences may be installed or maintained on a Lot. If required by the Plat, the Owner of each Lot shall construct, at such Owner's sole cost and expense and prior to occupying any Improvement, a sidewalk on such Owner's Lot, located and designed in conformance with the Plat. The Board, in its sole discretion, may undertake the maintenance and staining the fences for corner Lots and on the main streets of the Development Area.

3.03 Trash Containers. Trash containers and recycling bins must be stored in one of the following locations:

(a) inside the garage of the single-family residence constructed on the Lot; or

(b) behind the single-family residence, retaining wall, or fence constructed on the Lot, or concealed by landscaping, in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent Lot.

The Board shall have the right to specify additional locations on each Owner's Lot in which trash containers or recycling bins must be stored.

3.04 Drainage. There shall be no interference with the established drainage patterns over any of the Development Area, including the Lots, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved in advance by the Harvest Ridge Reviewer. Specifically, and not by way of limitation, no Improvement, including landscaping, may be installed which impedes the proper drainage of water between Lots.

3.05 Construction Activities. The Documents will not be construed or applied so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant or a Homebuilder) upon or within the Development Area. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of the Documents by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. If during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly,

offensive, or detrimental to it or any other portion of the Development Area, then the Harvest Ridge Reviewer may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all reasonable expenses incurred in connection therewith.

3.06 Roofing. Unless otherwise approved in advance written approval of the Harvest Ridge Reviewer, the roof of the primary residence constructed on a Lot shall have a roof pitch of no less than 5:12. The roof pitch of dormers, porches and other similar accessory structures attached to the primary residence shall be exempt from this requirement. The roofs of all buildings on a Lot shall be approved in advance written approval of the Harvest Ridge Reviewer. Any other type of roofing material shall be permitted only with the advance written approval of the Harvest Ridge Reviewer. In addition, roofs of buildings may be constructed with "**Energy Efficiency Roofing**" with the advance written approval of the Harvest Ridge Reviewer. For the purpose of this *Section 3.06*, "Energy Efficiency Roofing" means shingles that are designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities. The Harvest Ridge Reviewer will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (a) resemble the shingles used or otherwise authorized for use within the community; (b) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (c) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth the Documents. In conjunction with any such approval process, the Owner should submit information which will enable the Harvest Ridge Reviewer to confirm the criteria set forth in this *Section 3.06*. Any other type of roofing material shall be permitted only with the advance written approval of the Harvest Ridge Reviewer.

3.07 Swimming Pools. Any swimming pool constructed on a Lot must be enclosed with a fence or other enclosure device completely surrounding the swimming pool which, at a minimum, satisfies all Applicable Law and be approved in advance by the Harvest Ridge Reviewer. Nothing in this *Section 3.07* is intended or shall be construed to limit or affect an Owner's obligation to comply with any Applicable Law concerning swimming pool enclosure requirements. Unless otherwise approved in advance by the Harvest Ridge Reviewer, above-ground or temporary swimming pools are not permitted on a Lot.

3.08 Compliance with Setbacks. No residence or any other permanent structure or Improvement may be constructed on any Lot within the Development Area nearer to the street than the minimum building setback lines shown on the Plat and no building shall be located on any utility easement. The Harvest Ridge Reviewer may require additional setbacks in conjunction with the review and approval of proposed Improvements in accordance with *Article 6* of the Covenant.

3.09 Solar Energy Device. Solar Energy Devices may be installed with the advance written approval of the Harvest Ridge Reviewer in accordance with the procedures and requirements set forth below:

(a) Application. To obtain approval of a Solar Energy Device, the Owner shall provide the Harvest Ridge Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner. The Solar Application shall be submitted in accordance with the provisions of *Article 6* of the Covenant.

(b) Approval Process. The Harvest Ridge Reviewer will review the Solar Application in accordance with the terms and provisions of *Article 6* of the Covenant. The Harvest Ridge Reviewer will approve a Solar Energy Device if the Solar Application complies with *Section 3.09(c)* below **UNLESS** the Harvest Ridge Reviewer makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 3.09(c)*, will create a condition that substantially interferes with the use and enjoyment of property within the Development by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Harvest Ridge Reviewer's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section* when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Harvest Ridge Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the Harvest Ridge Reviewer may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the Harvest Ridge Reviewer. If the Owner desires to contest the alternate location proposed by the Harvest Ridge Reviewer, the Owner should submit information to the Harvest Ridge Reviewer which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

3.10 Rainwater Harvesting Systems. Rain barrels or rainwater harvesting systems (a "**Rainwater Harvesting System**") may be installed with the advance written approval of the Harvest Ridge Reviewer.

(a) Application. To obtain Harvest Ridge Reviewer approval of a Rainwater Harvesting System, the Owner shall provide the Harvest Ridge Reviewer with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner.

(b) Approval Process. The decision of the Harvest Ridge Reviewer will be made in accordance with *Article 6* of the Covenant. Any proposal to install a Rainwater Harvesting System on Common Area or Special Common Area must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 3.10* when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Harvest Ridge Reviewer, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the Harvest Ridge Reviewer.

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.

(iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the Harvest Ridge Reviewer.

(d) Guidelines. If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, Common Area, Special Common Area, or another Owner's Lot, the Harvest Ridge Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, Common Area, Special Common Area, or another Owner's Lot. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, Common Area, Special Common Area, or another Owner's Lot, any additional regulations imposed by the Harvest Ridge Reviewer to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the Harvest Ridge Reviewer.

3.11 Xeriscaping. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("**Xeriscaping**") upon written approval by the Harvest Ridge Reviewer. All Owners implementing Xeriscaping shall comply with the following:

(a) Application. Approval by the Harvest Ridge Reviewer is required prior to installing Xeriscaping. To obtain the approval of the Harvest Ridge Reviewer for Xeriscaping, the Owner shall provide the Harvest Ridge Reviewer with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The Harvest Ridge Reviewer is not responsible for: (A) errors or omissions in the Xeriscaping Application submitted to the Harvest Ridge Reviewer for approval; (B) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (C) the compliance of an approved application with Applicable Law.

(b) Approval Conditions. Unless otherwise approved in advance and in writing by the Harvest Ridge Reviewer, each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the Harvest Ridge Reviewer. For purposes of this *Section 3.11*, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the community. For

example, an Owner's Lot plan may be denied if the Harvest Ridge Reviewer determines that: A) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or B) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot;

(ii) At least fifty percent (50%) of the front yard area must include grass; and

(iii) The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the Harvest Ridge Reviewer.

(c) Process. The decision of the Harvest Ridge Reviewer will be made within a reasonable time, or within the time period otherwise required by the specific provisions in the Design Guidelines, if adopted, or other provisions in the Documents that which govern the review and approval of improvements. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this *Section 3.11* when considering any such request.

(d) Approval. Each Owner is advised that if the Xeriscaping Application is approved by the Harvest Ridge Reviewer, installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the Harvest Ridge Reviewer may require the Owner to: (A) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the property; or (B) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Covenant and may subject the Owner to fines and penalties. Any requirement imposed by the Harvest Ridge Reviewer to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

3.12 Utility Lines. No sewer, drainage or water lines shall be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within buildings or structures unless the same shall be constructed, placed or maintained

underground. No wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Development Area other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other structures.

3.13 Limited or Restricted Parking. The Association reserves the right to adopt parking rules and regulations within the Development and on any street adjacent thereto. As a result of the required design of the project, driveways constructed on a Lot may not be able to accommodate the parking of vehicles. No vehicle may be parked on a driveway constructed on a Lot if the vehicle, when parked, would obstruct or otherwise block ingress and egress to and from sidewalks adjacent to the driveway, i.e., no portion of the vehicle may extend over a line extended from the rear of one sidewalk adjacent to the driveway to the rear of the other sidewalk adjacent to the driveway. Further, unless otherwise permitted by parking rules and regulations adopted by the Association, no vehicle may be parked on an alley constructed on a Lot and maintained by the Association as Common Area. "**Parked**" as used herein shall be defined as a vehicle left unattended for more than thirty (30) consecutive minutes. This provision will not apply to Declarant or its designee during the Development Period.

3.14 Water Quality Facilities, Drainage Facilities and Drainage Ponds. The Common Area may include one or more water quality facilities, sedimentation, drainage and storm water detention facilities, or ponds which serve all or a portion of the Development Area and are inspected, maintained and administered by the Association in accordance with all applicable governmental regulations, codes and ordinances, including Travis County and/or Bastrop County regulations, and state and federal laws. Each Owner is advised that the water quality facilities, sedimentation, drainage and detention facilities and ponds are an active utility feature integral to the Development Area and the proper operation of the Association. One or more of the water quality facilities, drainage and detention facilities or ponds may be located on Common Area generally available to the Owners, Occupants and their guests. In such event, the water quality facilities, drainage and detention facilities or pond area within the Common Area may not be accessed by the Owner, Occupants and their guests and the Association may adopt additional rules with respect to access. Each Owner shall release and hold harmless Declarant, a Homebuilder, the Association and their officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of an Owner or the Owner's guests, tenants or invitees accessing the water quality facilities, drainage and detention facilities or pond area.

3.15 Garages. No garage may be permanently enclosed or otherwise used for habitation.

ARTICLE 4
DEVELOPMENT

4.01 Notice of Applicability. Upon Recording, this Development Area Declaration serves to provide notice that at any time, and from time to time, Declarant, and Declarant only, may subject all or any portion of the Property to the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration. This Development Area Declaration will apply to and burden a portion or portions of the Property upon the Recording of a Notice of Applicability in accordance with *Section 9.05* of the Covenant describing such portion of the Property by a legally sufficient description and expressly providing that such portion of the Property will be subject to the terms, covenants conditions, restrictions and obligations of this Development Area Declaration. To add land to the Development Area, Declarant will be required only to Record a Notice of Applicability filed pursuant to *Section 9.05* of the Covenant containing the following provisions:

(a) A reference to this Development Area Declaration, which will include the recordation information thereof;

(b) A statement that such land will be considered a part of the Development Area for purposes of this Development Area Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Development Area Declaration will apply to the added land; and

(c) A legal description of the added land.

4.02 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw land from the Development Area and remove and exclude from the burden of this Development Area Declaration any portion of the Development Area. Upon any such withdrawal this Development Area Declaration and the covenants, conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development Area withdrawn. To withdraw lands from the Development Area hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

(a) A reference to this Development Area Declaration, which will include the recordation information thereof;

(b) A statement that the provisions of this Development Area Declaration will no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land.

4.03 Assignment of Declarant's Rights. Notwithstanding any provision in this Development Area Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Development Area Declaration to any person or entity and may permit the participation, in whole, in part,

exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

ARTICLE 5
GENERAL PROVISIONS

5.01 Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Development Area Declaration will run with and bind the portion of the Development Area described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Development Area Declaration is Recorded, and continuing through and including January 1, 2071, after which time this Development Area Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. The Representative System of Voting is not applicable to an amendment as contemplated in this *Section 5.01*, it being understood and agreed that any change must be approved by a vote of the Members, with each Member casting their vote individually. Notwithstanding any provision in this *Section 5.01* to the contrary, if any provision of this Development Area Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living, as of the date of the first Recording of this document, descendants of Elizabeth II, Queen of England.

5.02 Amendment. This Development Area Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by (i) Declarant, acting alone; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. No amendment will be effective without the written consent of Declarant during the Development Period.

5.03 Higher Authority. The terms and provisions of this Development Area Declaration are subordinate to Applicable Law. Generally, the terms and provisions of this Development Area Declaration are enforceable to the extent they do not violate or conflict with Applicable Law.

5.04 **Severability.** If any provision of this Development Area Declaration is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Development Area Declaration, or, to the extent permitted by applicable law, the validity of such provision as applied to any other person or entity.

5.05 **Conflicts.** If there is any conflict between the provisions of the Covenant, this Development Area Declaration, or any Rules adopted pursuant to the terms of such documents, the provisions of the Covenant, then the Development Area Declaration, then the Rules, in that order, will govern.

5.06 **Acceptance by Owners.** Each Owner of a Lot, Condominium Unit, or other real property interest in the Development Area, by the acceptance of a deed of conveyance, and each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Development Area Declaration or to whom this Development Area Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each Owner agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Development Area, and will bind any person having at any time any interest or estate in the Development Area, and will inure to the benefit of each Owner in like manner as though the provisions of this Development Area Declaration were recited and stipulated at length in each and every deed of conveyance.

5.07 **Interpretation.** The provisions of this Development Area Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Development Area Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Development Area Declaration will be construed and governed under the laws of the State of Texas.

[SIGNATURE PAGE FOLLOWS]

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

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas as
BROHN HOMES

By:_____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 20 day of ~~July~~ October, 2022 by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
Lisa Marie Rivenbark
My Commission Expires
1/14/2023
ID No 12357594

_____
Notary Public Signature

EXHIBIT "A"

DESIGN GUIDELINES

[attached]

HARVEST
Ridge
ELGIN • TEXAS

Design Guidelines

Setbacks/Siting/Fence Placement/Landscape Requirements

Alley Load Houses:

- **Main Fence Internal Lots:**
  - Fence to start 5' from front corner of the house (shall start as close to 5' as possible) depending on architectural features, windows, gas meters, electric meters and panels, low voltage boxes and pool equipment, but shall not be located any closer than 5'.
  - Fence to return 5' forward from front corners of detached garage on alley facing sides
  - Provide front gate on patio side. If AC condenser conflicts, gate to be located on opposing side.
  - Provide rear gate that opens to largest side of rear yard to alley.
  - **(Per Exhibit A1, A2 and B)**
- **Main Fence Corner/Alley corner Lots:**
  - Fence to start 5' forward rear corner of house or 5' forward of rear patio (shall start as close to 5' as possible) depending on architectural features, windows, gas meters, electric meters and panels, low voltage boxes and pool equipment, but shall not be located any closer than 5'.
  - Fence to return 5' forward front corner of detach garage (Street Side and internal side)
  - Fence to be offset 2' from property line – street side (Corner Lot) (3' grass/landscape space between fence and city walk)
  - Fence to be offset 3' from alley/edge of pavement – alley side (Alley lot)
  - Provide front gate on non-street side. If AC condenser conflicts (as they may on corner lots), gate is to be located on opposing side.
  - Provide rear gate that opens to largest side of rear yard.
  - Fence to extend past garage street side to 3' from edge of alley pavement
  - Fence to extend past garage alley side 3' from edge of pavement
  - **(Per Exhibit A1, A2 and B)**

Detached Garages (Alley Load Houses)

- **Detached Garage Siting:**
  - Setback 18.5' from edge of alley access driveway paving
  - Garage set – opposite side as house rear patio

- Garage to be placed 16" (1'-4") from the side setback line, to avoid fire rated soffit
- Garage ingress/egress door to be on the rear of detached garage
- Concrete walk from house rear patio to garage shall be 3' wide. Provide 3'x 3' landing and outswing door @ garage. Walk shall be installed per exhibits and centered on the stoop or patio if possible. **(Eliminate as much sidewalk to house foundation as possible (Sidewalk touching house))**
- Rear wall of garage shall be parallel with the rear wall of the house
- **(Per Exhibit A1, A2 and B)**
- Minimum dimensions of one car garage shall be 11'-8" x 20'-8" (241 s.f.)
- Minimum dimensions of two car garage shall be 19'-8" x 20'-8" (406 s.f.)

- **Required Parking in Front of Detached Garage:**
  - Required parking shall be 18' (w) x 18.5' (d) and a total of no less than 333 s.f. (to be provided for both one and two car garages)
  - Required parking shall be placed in front of the detached garage, between garage and alley. **(Per Exhibit A1, A2 and B)**

Standard Internal Lots; No Garage (Alley Load, Non- Corner Houses)

- **Required Parking:**
  - Required parking shall be 18' (w) x 18.5' (d) and a total of no less than 333 s.f. (to be provided for all internal lots, non-corner, without garage)
  - Required parking shall be placed as shown **(Per Exhibit A1 and A2)**

Standard Storage Shed (Excludes Street Corner/ Alley Corner Lots)

- **Storage Shed Siting & Materials:**
  - Storage shed to be placed 5' from rear fence and 3' from rear walkway.
  - Storage shed colors and materials (including shingles) to match house
  - **(Per Exhibit A1)**
- **Standard Storage Shed Applicability**
  - All Internal Lots (non-corner) without a garage option, shall receive a standard storage shed and sited accordingly **(Per Exhibit A1)**

Lead Walk/City Walk (Alley/ Front Load Houses):

- Lead walk shall connect the house to the back of curb). Width of 3'
- City walk to be **4'** in width. City walk shall sit 1' from front property line and installed within the ROW (or per City/County Requirements)
- **(Per Exhibit A1, A2, B, C and D)**

Front Load Houses:

- **Main Fencing Internal Lots:**
  - Fence to start @ rear corners of house
  - Fence to be standard 6' fence

- Gate to be installed on garage side
- **(Per Exhibit C and D)**

- **Main Fencing Corner Lots:**
  - Fence to start 5' forward rear corner of house or 5' forward rear patio on street side
  - Fence to start @ rear corner of house non street side
  - Fence to be offset 2' from property line – street side (Corner Lot) (3' grass/landscape space between fence and city walk)
  - Gate to be installed on non-street side
  - **(Per Exhibit C and D)**

General Fencing:

- **Front Loads/Alleys:**
  - Fencing to be 6' in height on all alley lots
  - Fencing to be 6' in height on all front load lots (even when adjacent to an alley load lot)
  - All street facing fencing shall consist of 1"x4" pickets with 2"x6" cap and 1"x2" trim (Alleys and Front Loads)
  - All Fencing to be painted "white paint" (Color – PPG (Pittsburg Paint "WHITE NG" Paint)
  - Fencing shall be placed on the property line as required, unless otherwise noted herein.
  - Fencing on the property line facing forward (towards front ROW) **AND** fence returns facing ROW, connecting the house, shall be "street facing fencing" (Fence returns and fence on the property line forward shall both be "street facing fencing") **(Per Exhibits A1, A2, B, C and D)**
  - Fencing shall be good neighbor on **ALL** internal fences

General House Siting Requirements:

- 25' alley product placed on a 40-alley lot shall be centered on the lot and shall have 7.5' side setbacks each side.
- All product shall be placed on the center of the lot, unless a lot fit issue. Then house to be placed as required
- Corner lots: Front porches shall be placed on the street side of a corner lot

General Planting Requirements:

- **All Front yards** shall be landscaped using a minimum of 20 shrubs consisting of (10) 5 gallon shrubs, (5) 3 gallon shrubs and (5) 1 gallon shrubs.

- Screen all A/C condenser units/gas meters/Elec meters and panels/low voltage boxes, pool equipment and any above ground utilities with shrubs if not screened with fence

- **All corner/ROW side lots (Alley's)** shall get Thirteen shrubs installed against the house (Street side), 10 – (2 sets of 5) shrubs (3 gallon Knock Out Roses) against the fence between sidewalk and fence (Centered on fence), 1 (4") alley corner tree installed between the ROW and the driveway and three 4" street trees installed within the ROW (Street Side) (**Per Exhibit A)** (Shrubs shown on

Exhibit A, B and C are in a General location – planting locations are subject to house windows/porches/etc.) (Street Trees spaced evenly within the ROW on street side). ***See below for front yard requirements for both alleys and front loads***

- **All corner/Alley side lots** shall get Thirteen shrubs installed against the house (Alley side), 10 – (2 sets of 5) shrubs (3 gallon Knock Out Roses) against the fence between sidewalk and fence (Centered on fence), 1 (4") alley corner tree installed between the alley street and the driveway and two ornamental trees (6-10' tall minimum) installed between the house and the alley (Alley Street Side) (**Per Exhibit B)** (Shrubs shown on **Exhibit B** are in a General location – planting locations are subject to house windows/porches/etc.) (Ornamental Trees spaced evenly along the alley side) (8 shrubs installed in groups of 4 (2 sets) shall be spaced evenly along the fence.)

- **Alley load rear plantings** shall consist of one 2"-3" yard tree (Live Oak) and (5) one-gallon shrubs to be located on the non-garage side. **(Per Exhibit A1, A2, and B)**

- **All corner/street side lots (Front Loads)** shall get Thirteen shrubs installed against the house (Street side), (2 sets of 5) shrubs (3 gallon Knock Out Roses) against the fence between sidewalk and fence (Centered on fence) and four 4" street trees installed within the ROW (Street Side) (**Per Exhibit C)** (Shrubs shown on **Exhibit C** are in a General location – planting locations are subject to house windows/porches/etc.) (Street Trees spaced evenly within the ROW on street side). ***See below for front yard requirements for both alleys and front load***

General Front Yard Landscape:

- All alley lots shall get one 4" street yard tree planted in the ROW, one 4" Live Oak front yard tree, and one ornamental tree (6-10' tall minimum). Front Street yard tree shall be centered on the lot. If lot is atypical; placement to be approved by the Architectural Control Committee **(Per Exhibit A1, A2, and B)**

- All alley lots shall have front yard landscape beds which shall start from the house and stop 5' from the city walk and generally the width of the lot. Grass shall be installed starting @ back of city walk running 5' towards the house. **(Per Exhibit A1, A2, and B)**

- All front load internal lots shall get one 4" street yard tree planted in the ROW, one 4" Live Oak front yard tree and 1 ornamental tree (6-10' tall minimum). Front Street yard tree shall be centered on the lot. If lot is atypical; placement to be approved by the Architectural Control Committee (**Per Exhibit C and D)**

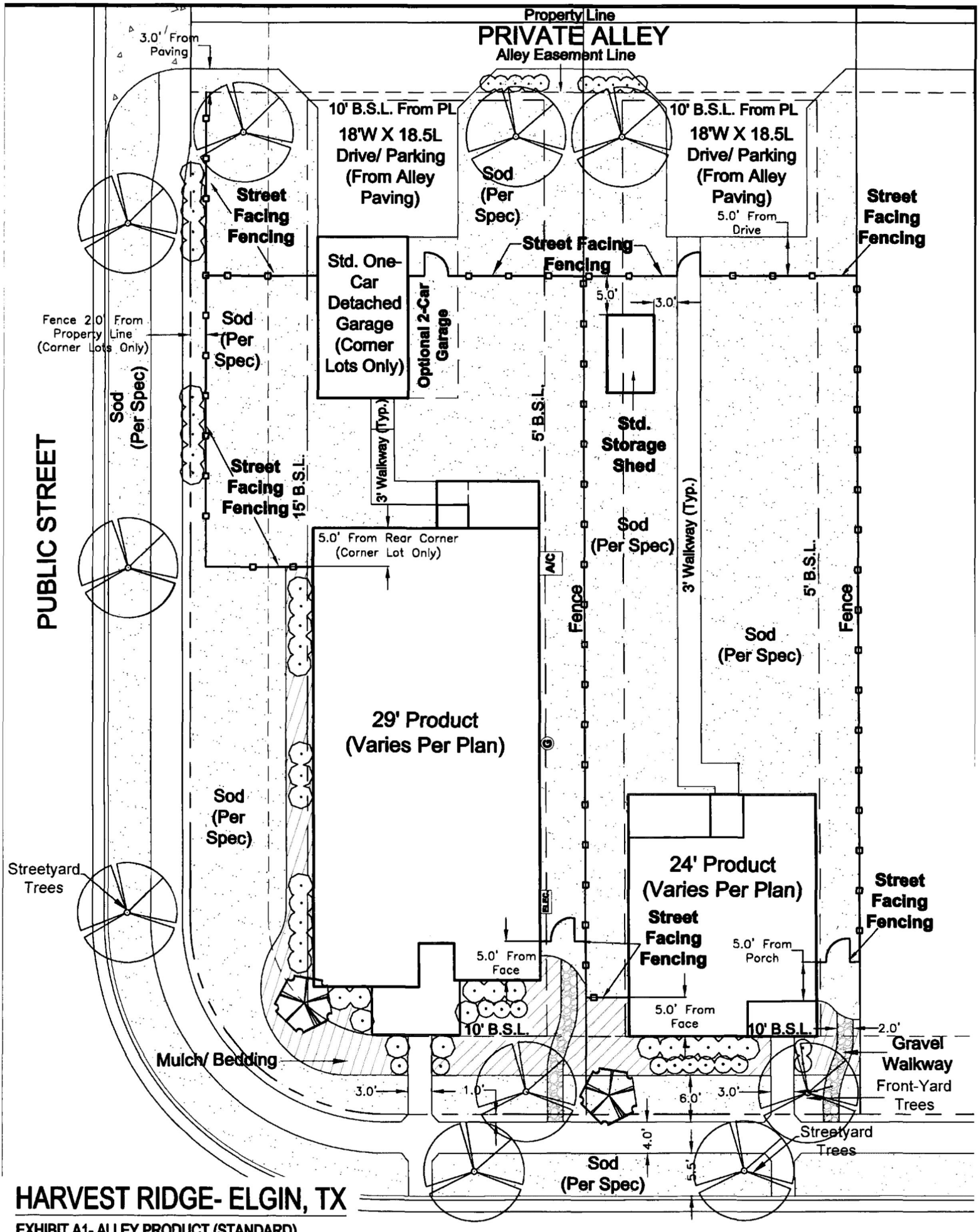
- All Street Yard Trees Shall be Lacebark Elm

- Front Yard Trees Shall Be Live Oak

- Full shrub package shall be provided for approval on all lots.

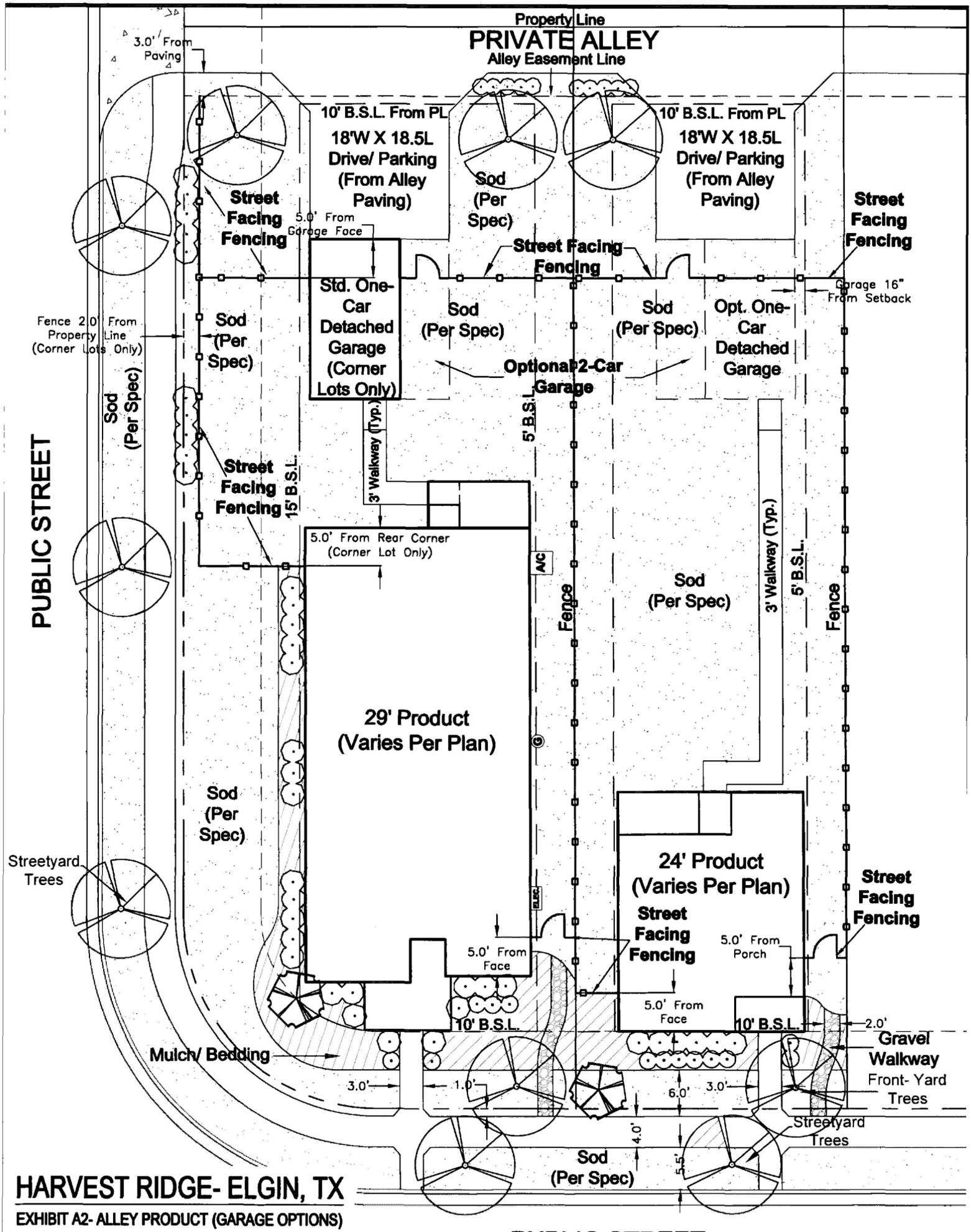
Above Ground Utilities – Corner Lots:

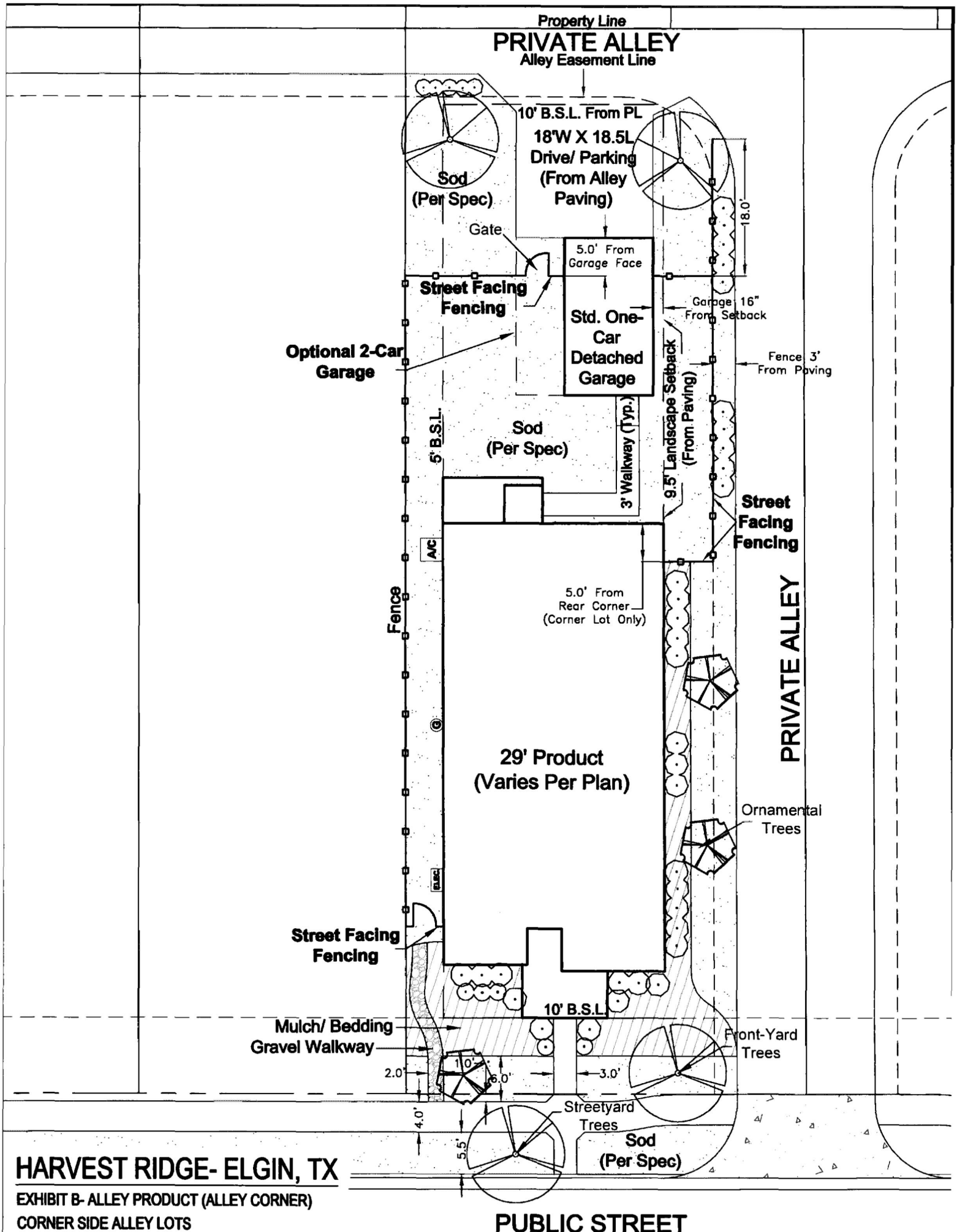
- All A/C condensing units, electric meters, electric panels/sub panels, Gas Meters, Low Voltage Boxes, Pool Equipment, Etc. – Shall all be located on non-street side (Corner Lot). Above ground utilities shall be buffered, per this document, on all sides that are visible/ exposed with 3 gallon shrubs. **(Per Exhibits A1, A2, B, C and D)**



HARVEST RIDGE- ELGIN, TX

EXHIBIT A1- ALLEY PRODUCT (STANDARD)
CORNER AND INTERNAL LOTS

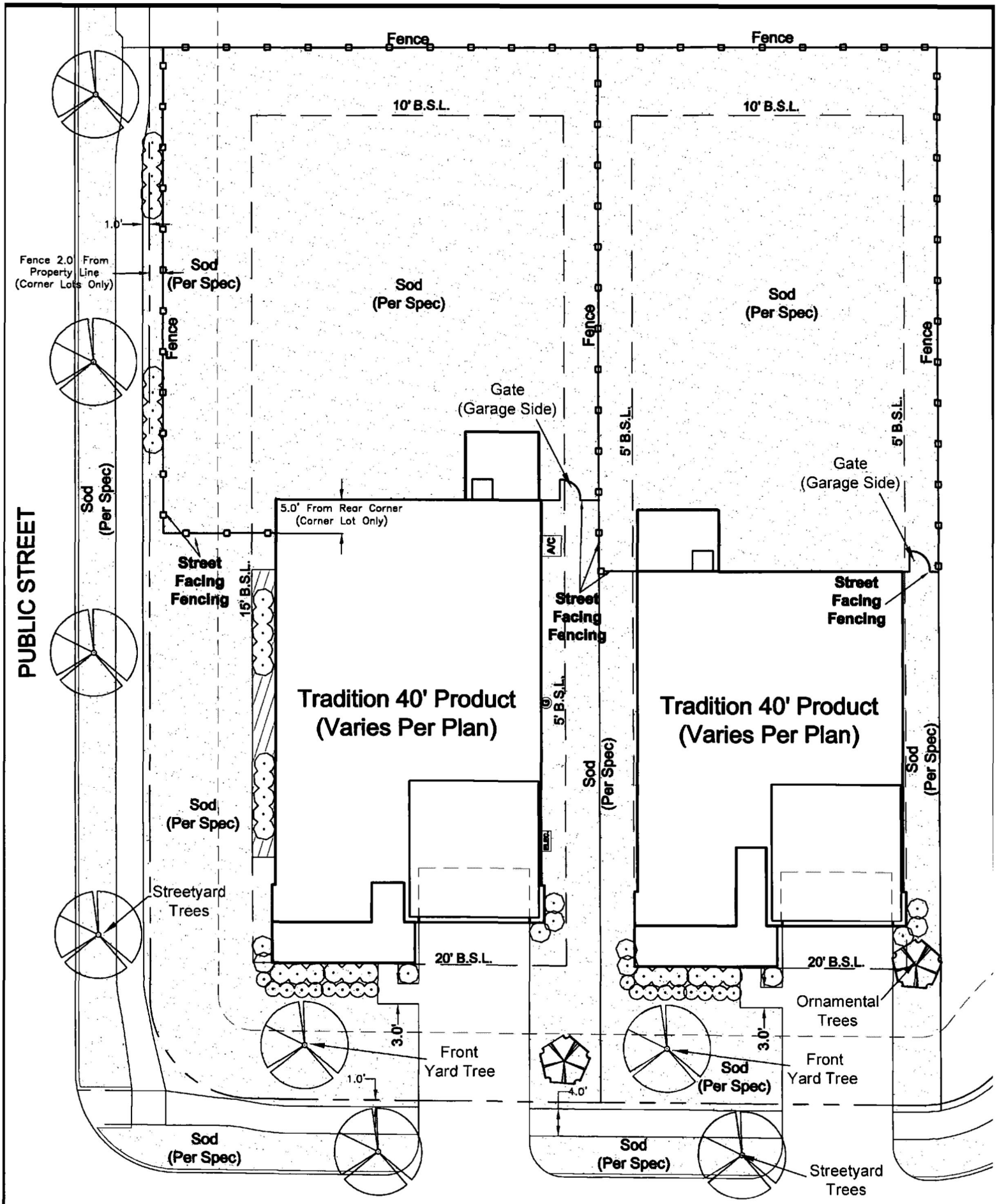

Property Line
PRIVATE ALLEY
Alley Easement Line
3.0' From Paving
10' B.S.L. From PL
18'W X 18.5L Drive/ Parking (From Alley Paving)
Sod (Per Spec)
Street Facing Fencing
5.0' From Garage Face
Std. One-Car Detached Garage (Corner Lots Only)
Garage 16" From Setback
Opt. One-Car Detached Garage
Optional 2-Car Garage
Fence 2.0' From Property Line (Corner Lots Only)
PUBLIC STREET
3' Walkway (Typ.)
5' B.S.L.
15' B.S.L.
5.0' From Rear Corner (Corner Lot Only)
A/C
Fence
29' Product (Varies Per Plan)
24' Product (Varies Per Plan)
5.0' From Face
5.0' From Porch
10' B.S.L.
2.0'
Gravel Walkway
Front- Yard Trees
Streetyard Trees
Mulch/ Bedding
3.0'
1.0'
6.0'
4.0'
5.5'
HARVEST RIDGE- ELGIN, TX
EXHIBIT A2- ALLEY PRODUCT (GARAGE OPTIONS)
CORNER AND INTERNAL LOTS
PUBLIC STREET



HARVEST RIDGE- ELGIN, TX

EXHIBIT B- ALLEY PRODUCT (ALLEY CORNER)

CORNER SIDE ALLEY LOTS

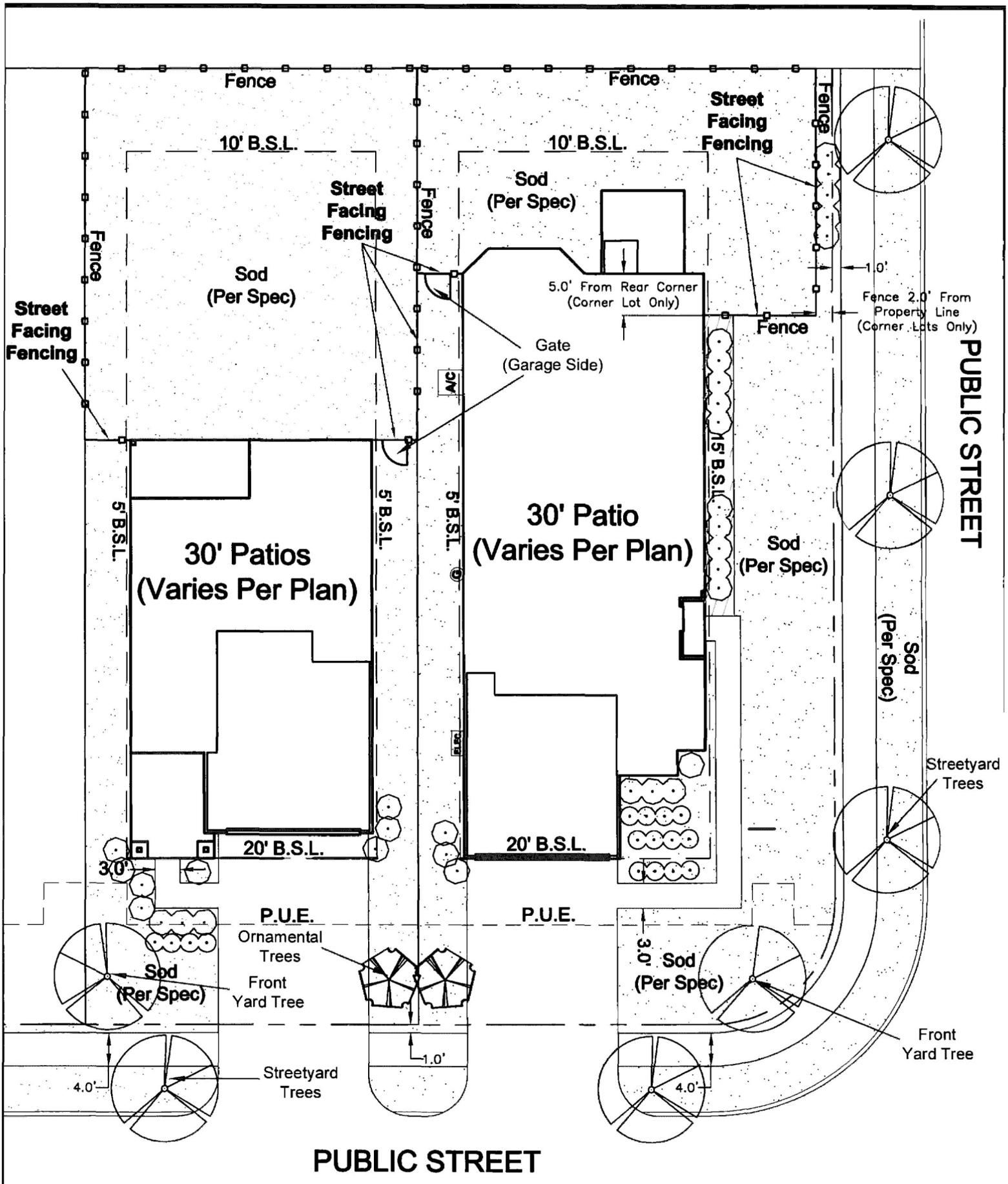


HARVEST RIDGE- ELGIN, TX

PUBLIC STREET

EXHIBIT C- TRADITION FRONT LOAD PRODUCT

CORNER AND INTERNAL LOTS



HARVEST RIDGE- ELGIN, TX

EXHIBIT D- PATIO FRONT LOAD PRODUCT

CORNER AND INTERNAL LOTS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Oct 25, 2022 10:00 AM Fee: $38.00
2022171561
Electronically Recorded

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

HARVEST
Ridge
ELGIN • TEXAS

NOTICE OF APPLICABILITY

[SECTION ONE]

Bastrop County and Travis County, Texas

Declarant: **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation, doing business in Texas as **BROHN HOMES**

Cross reference to: (i) the Harvest Ridge Master Covenant, recorded as Document No. 2022170416 in the Official Public Records of Travis County, Texas, and as Document No. 202222289 in the Official Public Records of Bastrop County, Texas, as amended from time to time; and (ii) that certain Harvest Ridge Development Area Declaration [Residential] – Development Area 1, recorded as Document No. 2022170870 in the Official Public Records of Travis County, Texas, and as Document No. 202222352 in the Official Public Records of Bastrop County, Texas, as amended from time to time.

NOTICE OF APPLICABILITY OF HARVEST RIDGE MASTER COVENANT AND HARVEST RIDGE DEVELOPMENT AREA DECLARATION [RESIDENTIAL] – DEVELOPMENT AREA 1

This Notice of Applicability of Harvest Ridge Master Covenant and Harvest Ridge Development Area Declaration [Residential] – Development Area 1 is made and executed by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Declarant**"), and is as follows:

1. **Applicability of Master Covenant**. This Notice of Applicability is Recorded with respect to Lots 2 through 27, inclusive, Lots 29 through 58, inclusive, and Lots 60 through 64, inclusive, Block A; Lots 1 through 37, inclusive, Block B; Lots 1 through 31, inclusive, Block C; Lots 1 through 15, inclusive, Block D; and Lots 2 through 4, inclusive, Block E, AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE (the "**Plat**"), a subdivision located in Bastrop County and Travis County, Texas according to the map or plat thereof recorded as Document No. 202200242 in the Official Public Records of Travis County, Texas, and in Plat Cabinet No. 7, Pages 206A through 208A, Plat Records of Bastrop County, Texas (the "**Development Area**"). Pursuant to that certain Harvest Ridge Master Covenant, recorded as Document No. 2022170416 in the Official Public Records of Travis County, Texas, and as Document No. 202222289 in the Official Public Records of Bastrop County, Texas, as amended (the "**Covenant**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Covenant, upon the Recording of appropriate Notices of Applicability from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant.

2. **Applicability of Development Area Declaration**. Pursuant to the Covenant and the Harvest Ridge Development Area Declaration [Residential] – Development Area 1 recorded as Document No. 2022170870 in the Official Public Records of Travis County, Texas, and as Document No. 202222352 in the Official Public Records of Bastrop County, Texas (the "**Development Area Declaration**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Covenant, upon the Recording of appropriate Notices of Applicability from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Development Area Declarations. Pursuant to this Notice of Applicability, the Development Area is subject to the terms and provisions of the Development Area Declaration.

3. **Development Area**. The Development Area described and identified in Paragraph 1 hereinabove will constitute one of the Development Areas that is permitted, contemplated and defined under the Covenant.

4. **Property Incorporated Into Development**. The provisions of the Covenant and Development Area Declaration shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms,

covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant and the Development Area Declaration.

5. **Designation of Common Area**. In accordance with the rights reserved to Declarant pursuant to *Section 3.06* of the Covenant, Declarant hereby designates the below-described property and facilities as "Common Area" (as defined in the Covenant) for the benefit of the Association and its Members and for the use and enjoyment of the Owners and Occupants: (i) that certain 18' Public Access Easement over and across the rear of Lots 1 through 37, Block B within the Development Area, including the roadway and related Improvements constructed and installed therein; (ii) that certain 24' Public Access Easement over and across the side of Lots 28 and 29, Block B within the Development Area, including the roadway and related Improvements constructed and installed therein; (iii) that certain variable width Landscape & Pedestrian Access Easement over and across the front of Lots 1 through 19, Block B within the Development Area, including the pedestrian walkways and associated lights, benches, trash receptacles, fencing, hardscaping, landscaping, irrigation and related Improvements constructed and installed therein; (iv) that certain 10' Landscape Easement over and across the front of Lots 1 through 19, Block B within the Development Area and adjacent to the south of the Landscape & Pedestrian Access Easement over such Lots, including the turf, irrigation and related Improvements constructed and installed therein; (v) that certain 18' Public Access Easement over and across the rear of Lots 1 through 15, Block D within the Development Area, including the roadway and related Improvements constructed and installed therein; (vi) that certain variable width Landscape & Pedestrian Access Easement over and across the front of Lots 1 through 15, Block D within the Development Area, including the pedestrian walkways, benches, trash receptacles, lighting, fencing, hardscaping, landscaping, irrigation and related Improvements constructed and installed therein; and (vii) the medians within the Harvest Ridge Boulevard right-of-way located adjacent to the Development Area and dedicated by the Plat, including the hardscaping, landscaping, irrigation, street lighting and related Improvements constructed and installed therein.

6. **Miscellaneous**. This notice constitutes a Notice of Applicability under *Section 9.05* of the Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Covenant.

[SIGNATURE PAGE TO FOLLOW]

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

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas
as **BROHN HOMES**

By:_____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 20 day of ~~July~~ October, 2022, by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

_____
Notary Public Signature

NOTARY PUBLIC STATE OF TEXAS
Lisa Marie Rivenbark
My Commission Expires
11 14/2023
ID No 12357594

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

KRISTA BARTSCH, County Clerk
Bastrop Texas
October 25, 2022 10:27:58 AM 202222465
FEE: $38.00
NOTICE

HARVEST
Ridge
ELGIN • TEXAS

NOTICE OF APPLICABILITY

[SECTION ONE]

Bastrop County and Travis County, Texas

Declarant: **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation, doing business in Texas as **BROHN HOMES**

Cross reference to: (i) the Harvest Ridge Master Covenant, recorded as Document No. 2022170416 in the Official Public Records of Travis County, Texas, and as Document No. 202222289 in the Official Public Records of Bastrop County, Texas, as amended from time to time; and (ii) that certain Harvest Ridge Development Area Declaration [Residential] – Development Area 1, recorded as Document No. 2022170870 in the Official Public Records of Travis County, Texas, and as Document No. 202222352 in the Official Public Records of Bastrop County, Texas, as amended from time to time.

NOTICE OF APPLICABILITY OF HARVEST RIDGE MASTER COVENANT AND HARVEST RIDGE DEVELOPMENT AREA DECLARATION [RESIDENTIAL] – DEVELOPMENT AREA 1

This Notice of Applicability of Harvest Ridge Master Covenant and Harvest Ridge Development Area Declaration [Residential] – Development Area 1 is made and executed by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Declarant**"), and is as follows:

1. **Applicability of Master Covenant**. This Notice of Applicability is Recorded with respect to Lots 2 through 27, inclusive, Lots 29 through 58, inclusive, and Lots 60 through 64, inclusive, Block A; Lots 1 through 37, inclusive, Block B; Lots 1 through 31, inclusive, Block C; Lots 1 through 15, inclusive, Block D; and Lots 2 through 4, inclusive, Block E, AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE (the "**Plat**"), a subdivision located in Bastrop County and Travis County, Texas according to the map or plat thereof recorded as Document No. 202200242 in the Official Public Records of Travis County, Texas, and in Plat Cabinet No. 7, Pages 206A through 208A, Plat Records of Bastrop County, Texas (the "**Development Area**"). Pursuant to that certain Harvest Ridge Master Covenant, recorded as Document No. 2022170416 in the Official Public Records of Travis County, Texas, and as Document No. 202222289 in the Official Public Records of Bastrop County, Texas, as amended (the "**Covenant**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Covenant, upon the Recording of appropriate Notices of Applicability from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant.

2. **Applicability of Development Area Declaration**. Pursuant to the Covenant and the Harvest Ridge Development Area Declaration [Residential] – Development Area 1 recorded as Document No. 2022170870 in the Official Public Records of Travis County, Texas, and as Document No. 202222352 in the Official Public Records of Bastrop County, Texas (the "**Development Area Declaration**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Covenant, upon the Recording of appropriate Notices of Applicability from time to time, may be subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Development Area Declarations. Pursuant to this Notice of Applicability, the Development Area is subject to the terms and provisions of the Development Area Declaration.

3. **Development Area**. The Development Area described and identified in Paragraph 1 hereinabove will constitute one of the Development Areas that is permitted, contemplated and defined under the Covenant.

4. **Property Incorporated Into Development**. The provisions of the Covenant and Development Area Declaration shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms,

covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant and the Development Area Declaration.

5. **Designation of Common Area**. In accordance with the rights reserved to Declarant pursuant to *Section 3.06* of the Covenant, Declarant hereby designates the below-described property and facilities as "Common Area" (as defined in the Covenant) for the benefit of the Association and its Members and for the use and enjoyment of the Owners and Occupants: (i) that certain 18' Public Access Easement over and across the rear of Lots 1 through 37, Block B within the Development Area, including the roadway and related Improvements constructed and installed therein; (ii) that certain 24' Public Access Easement over and across the side of Lots 28 and 29, Block B within the Development Area, including the roadway and related Improvements constructed and installed therein; (iii) that certain variable width Landscape & Pedestrian Access Easement over and across the front of Lots 1 through 19, Block B within the Development Area, including the pedestrian walkways and associated lights, benches, trash receptacles, fencing, hardscaping, landscaping, irrigation and related Improvements constructed and installed therein; (iv) that certain 10' Landscape Easement over and across the front of Lots 1 through 19, Block B within the Development Area and adjacent to the south of the Landscape & Pedestrian Access Easement over such Lots, including the turf, irrigation and related Improvements constructed and installed therein; (v) that certain 18' Public Access Easement over and across the rear of Lots 1 through 15, Block D within the Development Area, including the roadway and related Improvements constructed and installed therein; (vi) that certain variable width Landscape & Pedestrian Access Easement over and across the front of Lots 1 through 15, Block D within the Development Area, including the pedestrian walkways, benches, trash receptacles, lighting, fencing, hardscaping, landscaping, irrigation and related Improvements constructed and installed therein; and (vii) the medians within the Harvest Ridge Boulevard right-of-way located adjacent to the Development Area and dedicated by the Plat, including the hardscaping, landscaping, irrigation, street lighting and related Improvements constructed and installed therein.

6. **Miscellaneous**. This notice constitutes a Notice of Applicability under *Section 9.05* of the Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Covenant.

[SIGNATURE PAGE TO FOLLOW]

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

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas
as **BROHN HOMES**

By:_____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 20 day of ~~July~~ October, 2022, by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

_____
Notary Public Signature

NOTARY PUBLIC STATE OF TEXAS
Lisa Marie Rivenbark
My Commission Expires
11 14/2023
ID No 12357594

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Rebecca Guerrero, County Clerk
Travis County, Texas
Oct 25, 2022 11:25 AM Fee: $62.00
2022171670
Electronically Recorded

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

HARVEST
Ridge
ELGIN • TEXAS

NOTICE REGARDING SUBDIVISION ENTRY AND FENCING EASEMENT

Bastrop County and Travis County, Texas

Cross Reference to that certain Harvest Ridge Master Covenant, recorded as Document No. 202222289, Official Public Records of Bastrop County, Texas, and Document No. 2022170416, Official Public Records of Travis County, Texas; the Harvest Ridge Development Area Declaration [Residential] Development Area 1 recorded as Document No. 202222352, Official Public Records of Bastrop County, Texas, and Document No. 2022170870, Official Public Records of Travis County, Texas; and the Harvest Ridge Notice of Applicability [Section One] recorded as Document No. 202222465, Official Public Records of Bastrop County, Texas, and Document No. 2022171561, Official Public Records of Travis County, Texas.

HARVEST RIDGE

NOTICE REGARDING SUBDIVISION ENTRY AND FENCING EASEMENT

This Notice Regarding Subdivision Entry and Fencing Easement (this "**Notice**") is made and executed by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Declarant**"), and is as follows:

1. **Authority.** Declarant previously executed and recorded: (i) that certain Harvest Ridge Master Covenant, recorded as Document No. 202222289, Official Public Records of Bastrop County, Texas, and Document No. 2022170416, Official Public Records of Travis County, Texas (the "**Master Covenant**"); and (ii) that certain Harvest Ridge Development Area Declaration [Residential] Development Area 1 recorded as Document No. 202222352, Official Public Records of Bastrop County, Texas, and Document No. 2022170870, Official Public Records of Travis County, Texas (the "**Development Area Declaration**"). Pursuant to that certain Harvest Ridge Notice of Applicability [Section One] recorded as Document No. 202222465, Official Public Records of Bastrop County, Texas, and Document No. 2022171561, Official Public Records of Travis County, Texas, Declarant submitted Lots 2 through 27, inclusive, Lots 29 through 58, inclusive, and Lots 60 through 64, inclusive, Block A; Lots 1 through 37, inclusive, Block B; Lots 1 through 31, inclusive, Block C; Lots 1 through 15, inclusive, Block D; and Lots 2 through 4, inclusive, Block E, AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE, a subdivision located in Bastrop County and Travis County, Texas according to the map or plat thereof recorded as Document No. 202200242 in the Official Public Records of Travis County, Texas, and in Plat Cabinet No. 7, Pages 206A through 208A, Plat Records of Bastrop County, Texas (the "**Development Area**") to the terms and provisions of the Master Covenant and the Development Area Declaration. Declarant is the "Declarant" pursuant to the Master Covenant.

2. **Perimeter Wall/Fence Lots.** Portions of a subdivision perimeter masonry wall and/or fence (the "**Perimeter Wall/Fence**") have been and/or will be constructed and installed on portions of Lots 2, 3, 4, 5, 6, 7, 8, and 9, Block A, and Lots 2, 3, and 4, Block E, within the Development Area, such portions being more particularly described and depicted on **Exhibit "A-1"** and **Exhibit "A-2"** attached hereto (the "**Perimeter Wall/Fence Lots**").

3. **Subdivision Entry and Fencing Easement.** Pursuant to *Section 8.04* of the Master Covenant, Declarant reserved for itself and the Harvest Ridge Residential Community, Inc. (the "**Association**") an easement over and across the Property for the installation, maintenance, repair or replacement of certain subdivision entry facilities (including monumentation, landscaping, irrigation, hardscaping, grading and related facilities) and/or fencing which serves the Development, the Property, or any other property owned by Declarant (the "**Subdivision Entry and Fencing Easement**"). Pursuant to *Section 8.04* of the Master Covenant, Declarant has the right to Record a written notice that identifies certain subdivision entry facilities and fencing to which the Subdivision Entry and Fencing Easement applies. Declarant hereby identifies the Perimeter Wall/Fence as the subdivision entry facilities and fencing on the Perimeter Wall/Fence Lots to which the Subdivision Entry and Fencing Easement applies. The Subdivision Entry and Fencing

Easement, which was retained by Declarant for the benefit of Declarant and the Association under *Section 8.04* of the Master Covenant, includes the portions of Perimeter Wall/Fence Lots on which the Perimeter Wall/Fence is located and the area from the Perimeter Wall/Fence to any adjacent right-of-way, whether public or private, and expressly includes an ingress and egress easement over and across the Perimeter Wall/Fence Lots in favor of the Association to the extent reasonably necessary to maintain the Perimeter Wall/Fence. The exercise of the Subdivision Entry and Fencing Easement on the Perimeter Wall/Fence Lots will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Perimeter Wall/Fence Lot or residence or Improvement constructed thereon.

4. **Designation as Common Area**. Declarant hereby designates the Perimeter Wall/Fence and the Subdivision Entry and Fencing Easement as Common Area, as permitted pursuant to *Section 8.04* of the Master Covenant.

5. **Miscellaneous**. This notice constitutes a notice of designation of subdivision entry and fencing easement under *Section 8.04* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice will have the meanings set forth in the Master Covenant.

[SIGNATURE PAGES FOLLOW]

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

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas
as **BROHN HOMES**

By:_____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 20 day of ~~July~~ October, 2022 by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
Lisa Marie Rivenbark
My Commission Expires
11/14/2023
ID No 12357594

_____
Notary Public Signature

EXHIBIT "A-1"

ZWA
Zamora, L.L.C.
State-wide Professional Land Surveying
Offices in Buda and El Paso Texas

Easement

EXHIBIT "A-1"

DESCRIPTION

DESCRIPTION OF A 0.119 ACRE TRACT OF LAND, SITUATED IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO 2296, IN TRAVIS COUNTY, TEXAS AND BEING OUT OF A 48.827 ACRE TRACT OF LAND AS CONVEYED TO CLAYTON PROPERTIES GROUP, INC., OF RECORD IN DOCUMENT NUMBERS 2019032785 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND 201903261 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 0.119 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found for the southwest corner of the said Clayton Properties Group, Inc., of said Document Number 2019032785, being also the northwest corner of that certain 3.006 acre tract of land conveyed to Fausto C. Martinez and Maria Saucedo of record in Document Number 2011118356 of the Official Public Records of Travis County, Texas and Document Number 201108993 of the Official Public Records of Bastrop County, Texas and being on the east line of County Line Road a variable width right-of-way;

THENCE, S 62°50'09" E, with the north line of said 3.006 acre tract and the south line of said 48.827 acre tract for a distance of **45.00 feet** to a calculated point and the **POINT OF BEGINNING,** on the south line of said 48.827 acre tract, for the southwest corner of the herein described tract;

THENCE, departing the north line of said 3.006 acre tract, over and across said 48.827 acre tract, the following five (5) courses and distance;

1. **N 27°31'18" E**, a distance of **478.00 feet** to a calculated point;
2. **S 62°51'16" E**, a distance of **92.50 feet** to a calculated point;
3. **S 27°08'44" W**, a distance of **5.00 feet** to a calculated point;
4. **N 62°51'16" W**, a distance of **82.53 feet** to a calculated point, and

Zamora, L.L.C. dba "ZWA" Firm No. 10062700
1425 South Loop 4, Buda, TX 78610 – P.O. Box 1036, Buda, TX 78610
Phone: 512-295-6201 – Fax: 512-295-6091

5. **S 27°31'18" W**, a distance of **473.01 feet** to calculated point on the north line of said 3.006 acre tract, for the southeast corner of the herein described tract;

THENCE, N 62°50'09" W, with said north line of said 3.006 acre tract, for a distance of **10.00 feet** to the **POINT OF BEGINNING** and containing **0.119** acres of land.

BEARING BASIS

THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011)(EPOCH 2010.00). THE VERTICAL DATUM UTILIZED IS NAVD88, GEOID MODEL 2012A.
ALL COORDINATES ARE GRID AND CAN BE ADJUSTED TO SURFACE BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.00003.

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HAYS §

That I, G. Rene Zamora, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

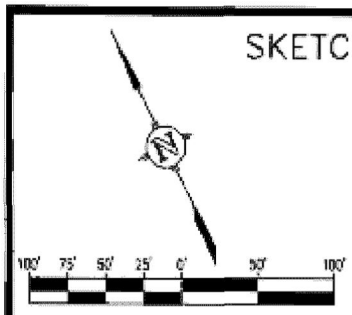
WITNESS MY HAND AND SEAL at Buda, Hays County, Texas this the 3rd day of September 2021, A.D.

STATE OF TEXAS
G. RENE ZAMORA
5682
REGISTERED PROFESSIONAL LAND SURVEYOR

G. Rene Zamora
Registered Professional Land Surveyor
Texas Registration Number 5682

Zamora, L.L.C. dba "ZWA" Firm No. 10062700
1425 South Loop 4, Buda, TX 78610 – P.O. Box 1036, Buda, TX 78610
Phone: 512-295-6201 – Fax: 512-295-6091

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

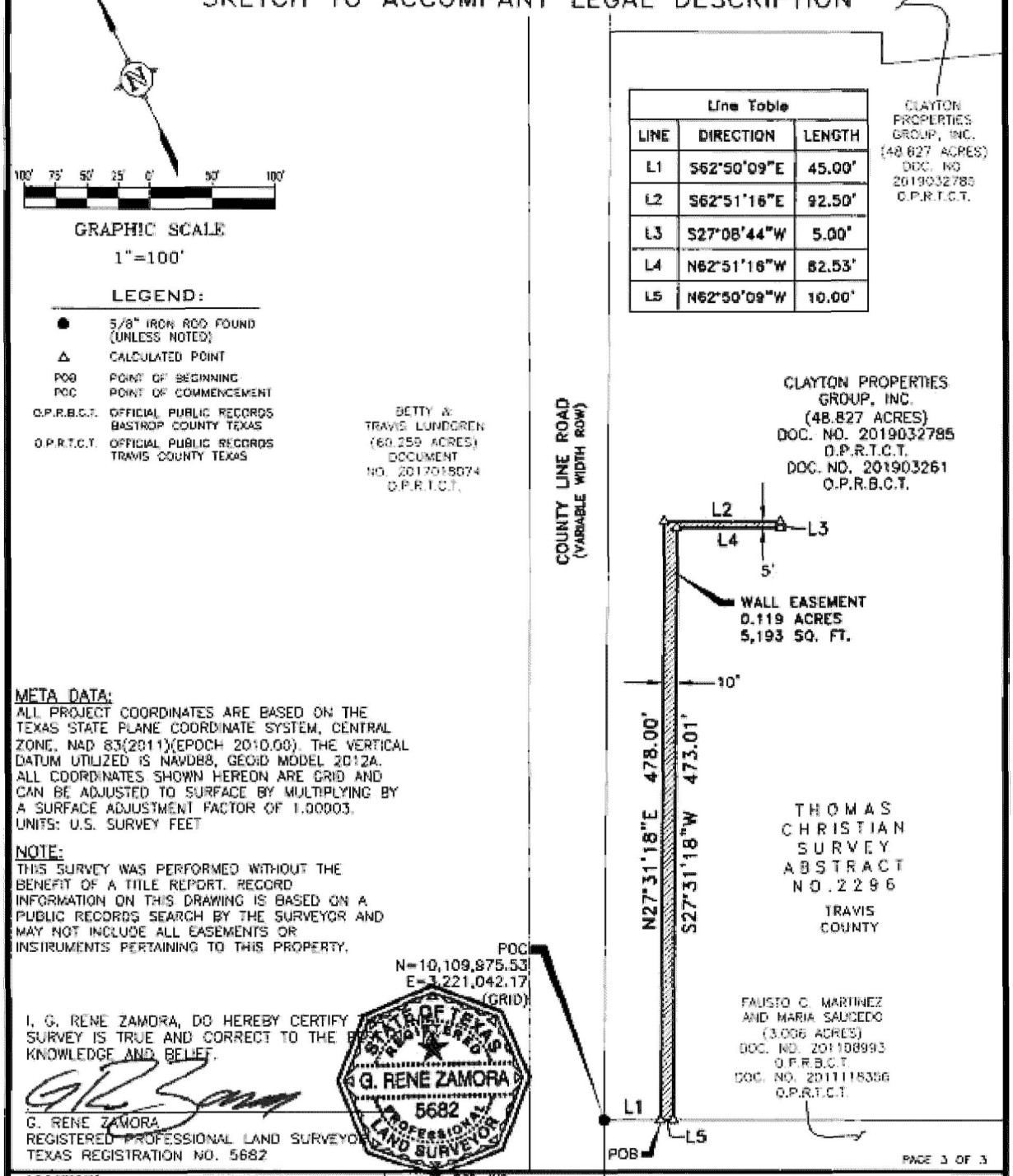


GRAPHIC SCALE
1"=100'

LEGEND:

- ● 5/8" IRON ROD FOUND (UNLESS NOTED)
- △ CALCULATED POINT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS BASTROP COUNTY TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS

Line Table		
LINE	DIRECTION	LENGTH
L1	S62°50'09"E	45.00'
L2	S62°51'16"E	92.50'
L3	S27°08'44"W	5.00'
L4	N62°51'16"W	82.53'
L5	N62°50'09"W	10.00'



META DATA:
ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011)(EPOCH 2010.00). THE VERTICAL DATUM UTILIZED IS NAVD88, GEOID MODEL 2012A. ALL COORDINATES SHOWN HEREON ARE GRID AND CAN BE ADJUSTED TO SURFACE BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.00003. UNITS: U.S. SURVEY FEET

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

I, G. RENE ZAMORA, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

G. RENE ZAMORA
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5682

STATE OF TEXAS REGISTERED G. RENE ZAMORA 5682 PROFESSIONAL LAND SURVEYOR

PAGE 3 OF 3

LOCATIONS

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas FIRM No. 10062700
1625 South Loop 4 • Buda, Texas 78610
Tel (512) 295-6204 • Fax (512) 295-9091

PROJECT: BGE, INC. WALL EASEMENTS
JOB NUMBER: 1063-08
DATE: SEPTEMBER 2021
SCALE: 1"= 100'
SURVEYOR: G. RENE ZAMORA
TECHNICIAN: S.J. SEGURA
DRAWING: W Wall Eam Adm
FIELDNOTES:
PARTYCHIEF:
FIELDBOOKS:

EASEMENT
0.119 ACRE TRACT SITUATED IN THOMAS CHRISTIAN SURVEY ABSTRACT NO. 2296 TRAVIS COUNTY, TEXAS

EXHIBIT "A-2"

ZWA
Zamora, L.L.C.
State-wide Professional Land Surveying
Offices in Buda and El Paso Texas

Easement

EXHIBIT "A-2"

DESCRIPTION

DESCRIPTION OF A 0.044 ACRE TRACT OF LAND, SITUATED IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO 2296, IN TRAVIS COUNTY, TEXAS AND BEING OUT OF A 48.827 ACRE TRACT OF LAND AS CONVEYED TO CLAYTON PROPERTIES GROUP, INC., OF RECORD IN DOCUMENT NUMBERS 2019032785 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND 201903261 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 0.044 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found for the southwest corner of the said Clayton Properties Group, Inc., of said Document Number 2019032785, being also the northwest corner of that certain 3.006 acre tract of land conveyed to Fausto C. Martinez and Maria Saucedo of record in Document Number 20111118356 of the Official Public Records of Travis County, Texas and Document Number 201108993 of the Official Public Records of Bastrop County, Texas and being on the east line of County Line Road a variable width right-of-way;

THENCE, N 27°31'18" E, with the east line of said County Line Road and the west line of said 48.827 acre tract for a distance of **866.64 feet** to a calculated point on the west line of said 48.827 acre tract;

THENCE, departing the east line of said County Line Road, over and across said 48.827 acre tract, the following seven (7) courses and distance;

1. **S 62°51'16" E**, for a distance of **45.00 feet** to a calculated point and the **POINT OF BEGINNING** of the herein described tract;
2. **S 62°51'16" E**, for a distance of **10.00 feet** to a calculated point;
3. **S 27°31'18" W**, a distance of **145.00 feet** to a calculated point;
4. **S 62°51'16" E**, for a distance of **79.97 feet** to a calculated point;
5. **S 27°08'44" W**, a distance of **5.00 feet** to a calculated point;

Zamora, L.L.C. dba "ZWA" Firm No. 10062700
1425 South Loop 4, Buda, TX 78610 ~ P.O. Box 1036, Buda, TX 78610
Phone: 512-295-6201 ~ Fax: 512-295-6091

6. **N 62°51'16" W**, for a distance of **90.00 feet** to a calculated point;

7. **N 27°31'18" E**, a distance of **150.00 feet** to the **POINT OF BEGINNING** and containing **0.044** acres of land.

BEARING BASIS

THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011)(EPOCH 2010.00). THE VERTICAL DATUM UTILIZED IS NAVD88, GEOID MODEL 2012A.
ALL COORDINATES ARE GRID AND CAN BE ADJUSTED TO SURFACE BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.00003.

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HAYS §

That I, G. Rene Zamora, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

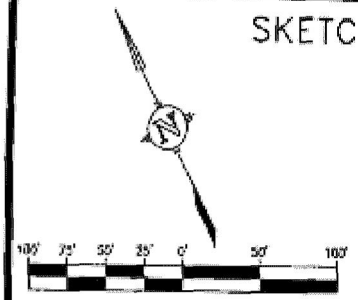
WITNESS MY HAND AND SEAL at Buda, Hays County, Texas this the 3rd day of September 2021, A.D.

STATE OF TEXAS
REGISTERED
G. RENE ZAMORA
5682
PROFESSIONAL
LAND SURVEYOR

G. Rene Zamora
Registered Professional Land Surveyor
Texas Registration Number 5682

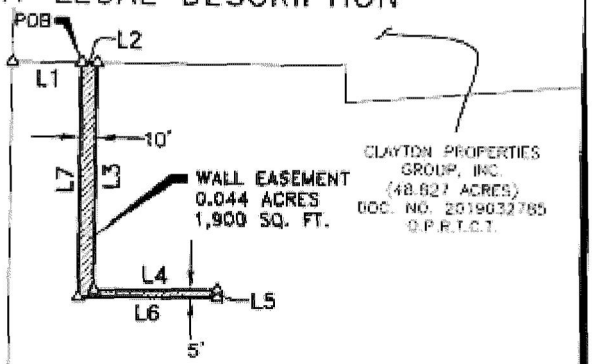
Zamora, L.L.C. dba "ZWA" Firm No. 10062700
1425 South Loop 4, Buda, TX 78610 – P.O. Box 1936, Buda, TX 78610
Phone: 512-295-6201 – Fax: 512-295-6091

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



GRAPHIC SCALE

1"=100'



LEGEND:

- ● 5/8" IRON ROD FOUND (UNLESS NOTED)
- △ CALCULATED POINT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS BASTROP COUNTY TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS

BETTY & TRAVIS LUNDGREN (60.259 ACRES) DOCUMENT NO. 2017018074 O.P.R.T.C.T.

COUNTY LINE ROAD (VARIABLE WIDTH ROW)

N27°31'18"E 866.64'

CLAYTON PROPERTIES GROUP, INC. (48.827 ACRES) DOC. NO. 2019032785 O.P.R.T.C.T. DOC. NO. 201903261 O.P.R.B.C.T.

Line Table		
LINE	DIRECTION	LENGTH
L1	S62°51'16"E	45.00'
L2	S62°51'16"E	10.00'
L3	S27°31'18"W	145.00'
L4	S62°51'16"E	79.97'
L5	S27°06'44"W	5.00'
L6	N62°51'16"W	90.00'
L7	N27°31'18"E	150.00'

META DATA:
ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011)(EPOCH 2010.00). THE VERTICAL DATUM UTILIZED IS NAVD88, GEOID MODEL 2012A. ALL COORDINATES SHOWN HEREON ARE GRID AND CAN BE ADJUSTED TO SURFACE BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.00003. UNITS: U.S. SURVEY FEET

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

THOMAS CHRISTIAN SURVEY ABSTRACT NO. 2296

TRAVIS COUNTY

I, G. RENE ZAMORA, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

G. RENE ZAMORA
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5682

STATE OF TEXAS REGISTERED G. RENE ZAMORA 5682 PROFESSIONAL LAND SURVEYOR

POC
N=10,109,975.53
E=3,221,042.17
(GRID)

FAUSTO C. MARTINEZ AND MARIA SAUCEDO (3.006 ACRES) DOC. NO. 201108993 O.P.R.B.C.T. DOC. NO. 2011118356 O.P.R.T.C.T.

PAGE 3 OF 3

LOCATIONS

ZWA

Zamora, L.L.C.
Professional Land Surveyors
Texas FIRM No. 10062700
1625 South Loop 4 • Buda, Texas 78610
Tel (512) 295-8201 • Fax (512) 295-8091

PROJECT: BGE, INC. WALL EASEMENT B
JOB NUMBER: 1063-06
DATE: SEPTEMBER 2021
SCALE: 1" = 100'
SURVEYOR: G. RENE ZAMORA
TECHNICIAN: G.J. SEGURA
DRAWING: [illegible]
FIELDNOTES:
PARTYCHIEF:
FIELDBOOKS:

EASEMENT
0.044 ACRE TRACT SITUATED IN THOMAS CHRISTIAN SURVEY ABSTRACT NO. 2296 TRAVIS COUNTY, TEXAS

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

KRISTA BARTSCH, County Clerk
Bastrop Texas
October 25, 2022 11:24:22 AM 202222471
FEE: $62.00
NOTICE

HARVEST
Ridge
ELGIN • TEXAS

NOTICE REGARDING SUBDIVISION ENTRY AND FENCING EASEMENT

Bastrop County and Travis County, Texas

Cross Reference to that certain Harvest Ridge Master Covenant, recorded as Document No. 202222289, Official Public Records of Bastrop County, Texas, and Document No. 2022170416, Official Public Records of Travis County, Texas; the Harvest Ridge Development Area Declaration [Residential] Development Area 1 recorded as Document No. 202222352, Official Public Records of Bastrop County, Texas, and Document No. 2022170870, Official Public Records of Travis County, Texas; and the Harvest Ridge Notice of Applicability [Section One] recorded as Document No. 202222465, Official Public Records of Bastrop County, Texas, and Document No. 2022171561, Official Public Records of Travis County, Texas.

HARVEST RIDGE

NOTICE REGARDING SUBDIVISION ENTRY AND FENCING EASEMENT

This Notice Regarding Subdivision Entry and Fencing Easement (this "**Notice**") is made and executed by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Declarant**"), and is as follows:

1. **Authority.** Declarant previously executed and recorded: (i) that certain Harvest Ridge Master Covenant, recorded as Document No. 202222289, Official Public Records of Bastrop County, Texas, and Document No. 2022170416, Official Public Records of Travis County, Texas (the "**Master Covenant**"); and (ii) that certain Harvest Ridge Development Area Declaration [Residential] Development Area 1 recorded as Document No. 202222352, Official Public Records of Bastrop County, Texas, and Document No. 2022170870, Official Public Records of Travis County, Texas (the "**Development Area Declaration**"). Pursuant to that certain Harvest Ridge Notice of Applicability [Section One] recorded as Document No. 202222465, Official Public Records of Bastrop County, Texas, and Document No. 2022171561, Official Public Records of Travis County, Texas, Declarant submitted Lots 2 through 27, inclusive, Lots 29 through 58, inclusive, and Lots 60 through 64, inclusive, Block A; Lots 1 through 37, inclusive, Block B; Lots 1 through 31, inclusive, Block C; Lots 1 through 15, inclusive, Block D; and Lots 2 through 4, inclusive, Block E, AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE, a subdivision located in Bastrop County and Travis County, Texas according to the map or plat thereof recorded as Document No. 202200242 in the Official Public Records of Travis County, Texas, and in Plat Cabinet No. 7, Pages 206A through 208A, Plat Records of Bastrop County, Texas (the "**Development Area**") to the terms and provisions of the Master Covenant and the Development Area Declaration. Declarant is the "Declarant" pursuant to the Master Covenant.

2. **Perimeter Wall/Fence Lots.** Portions of a subdivision perimeter masonry wall and/or fence (the "**Perimeter Wall/Fence**") have been and/or will be constructed and installed on portions of Lots 2, 3, 4, 5, 6, 7, 8, and 9, Block A, and Lots 2, 3, and 4, Block E, within the Development Area, such portions being more particularly described and depicted on **Exhibit "A-1"** and **Exhibit "A-2"** attached hereto (the "**Perimeter Wall/Fence Lots**").

3. **Subdivision Entry and Fencing Easement.** Pursuant to *Section 8.04* of the Master Covenant, Declarant reserved for itself and the Harvest Ridge Residential Community, Inc. (the "**Association**") an easement over and across the Property for the installation, maintenance, repair or replacement of certain subdivision entry facilities (including monumentation, landscaping, irrigation, hardscaping, grading and related facilities) and/or fencing which serves the Development, the Property, or any other property owned by Declarant (the "**Subdivision Entry and Fencing Easement**"). Pursuant to *Section 8.04* of the Master Covenant, Declarant has the right to Record a written notice that identifies certain subdivision entry facilities and fencing to which the Subdivision Entry and Fencing Easement applies. Declarant hereby identifies the Perimeter Wall/Fence as the subdivision entry facilities and fencing on the Perimeter Wall/Fence Lots to which the Subdivision Entry and Fencing Easement applies. The Subdivision Entry and Fencing

Easement, which was retained by Declarant for the benefit of Declarant and the Association under *Section 8.04* of the Master Covenant, includes the portions of Perimeter Wall/Fence Lots on which the Perimeter Wall/Fence is located and the area from the Perimeter Wall/Fence to any adjacent right-of-way, whether public or private, and expressly includes an ingress and egress easement over and across the Perimeter Wall/Fence Lots in favor of the Association to the extent reasonably necessary to maintain the Perimeter Wall/Fence. The exercise of the Subdivision Entry and Fencing Easement on the Perimeter Wall/Fence Lots will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Perimeter Wall/Fence Lot or residence or Improvement constructed thereon.

4. **Designation as Common Area**. Declarant hereby designates the Perimeter Wall/Fence and the Subdivision Entry and Fencing Easement as Common Area, as permitted pursuant to *Section 8.04* of the Master Covenant.

5. **Miscellaneous**. This notice constitutes a notice of designation of subdivision entry and fencing easement under *Section 8.04* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice will have the meanings set forth in the Master Covenant.

[SIGNATURE PAGES FOLLOW]

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

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas
as **BROHN HOMES**

By:_____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 20 day of ~~July~~ October, 2022 by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
Lisa Marie Rivenbark
My Commission Expires
11/14/2023
ID No 12357594

_____
Notary Public Signature

EXHIBIT "A-1"

ZWA
Zamora, L.L.C.
State-wide Professional Land Surveying
Offices in Buda and El Paso Texas

Easement

EXHIBIT "A-1"

DESCRIPTION

DESCRIPTION OF A 0.119 ACRE TRACT OF LAND, SITUATED IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO 2296, IN TRAVIS COUNTY, TEXAS AND BEING OUT OF A 48.827 ACRE TRACT OF LAND AS CONVEYED TO CLAYTON PROPERTIES GROUP, INC., OF RECORD IN DOCUMENT NUMBERS 2019032785 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND 201903261 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 0.119 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found for the southwest corner of the said Clayton Properties Group, Inc., of said Document Number 2019032785, being also the northwest corner of that certain 3.006 acre tract of land conveyed to Fausto C. Martinez and Maria Saucedo of record in Document Number 2011118356 of the Official Public Records of Travis County, Texas and Document Number 201108993 of the Official Public Records of Bastrop County, Texas and being on the east line of County Line Road a variable width right-of-way;

THENCE, S 62°50'09" E, with the north line of said 3.006 acre tract and the south line of said 48.827 acre tract for a distance of **45.00 feet** to a calculated point and the **POINT OF BEGINNING,** on the south line of said 48.827 acre tract, for the southwest corner of the herein described tract;

THENCE, departing the north line of said 3.006 acre tract, over and across said 48.827 acre tract, the following five (5) courses and distance;

1. **N 27°31'18" E**, a distance of **478.00 feet** to a calculated point;
2. **S 62°51'16" E**, a distance of **92.50 feet** to a calculated point;
3. **S 27°08'44" W**, a distance of **5.00 feet** to a calculated point;
4. **N 62°51'16" W**, a distance of **82.53 feet** to a calculated point, and

5. **S 27°31'18" W**, a distance of **473.01 feet** to calculated point on the north line of said 3.006 acre tract, for the southeast corner of the herein described tract;

THENCE, N 62°50'09" W, with said north line of said 3.006 acre tract, for a distance of **10.00 feet** to the **POINT OF BEGINNING** and containing **0.119** acres of land.

BEARING BASIS

THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011)(EPOCH 2010.00). THE VERTICAL DATUM UTILIZED IS NAVD88, GEOID MODEL 2012A.
ALL COORDINATES ARE GRID AND CAN BE ADJUSTED TO SURFACE BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.00003.

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HAYS §

That I, G. Rene Zamora, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Buda, Hays County, Texas this the 3rd day of September 2021, A.D.

STATE OF TEXAS
REGISTERED
G. RENE ZAMORA
5682
PROFESSIONAL
LAND SURVEYOR

G. Rene Zamora
Registered Professional Land Surveyor
Texas Registration Number 5682

Zamora, L.L.C. dba "ZWA" Firm No. 10062700
1425 South Loop 4, Buda, TX 78610 – P.O. Box 1036, Buda, TX 78610
Phone: 512-295-6201 – Fax: 512-295-6091

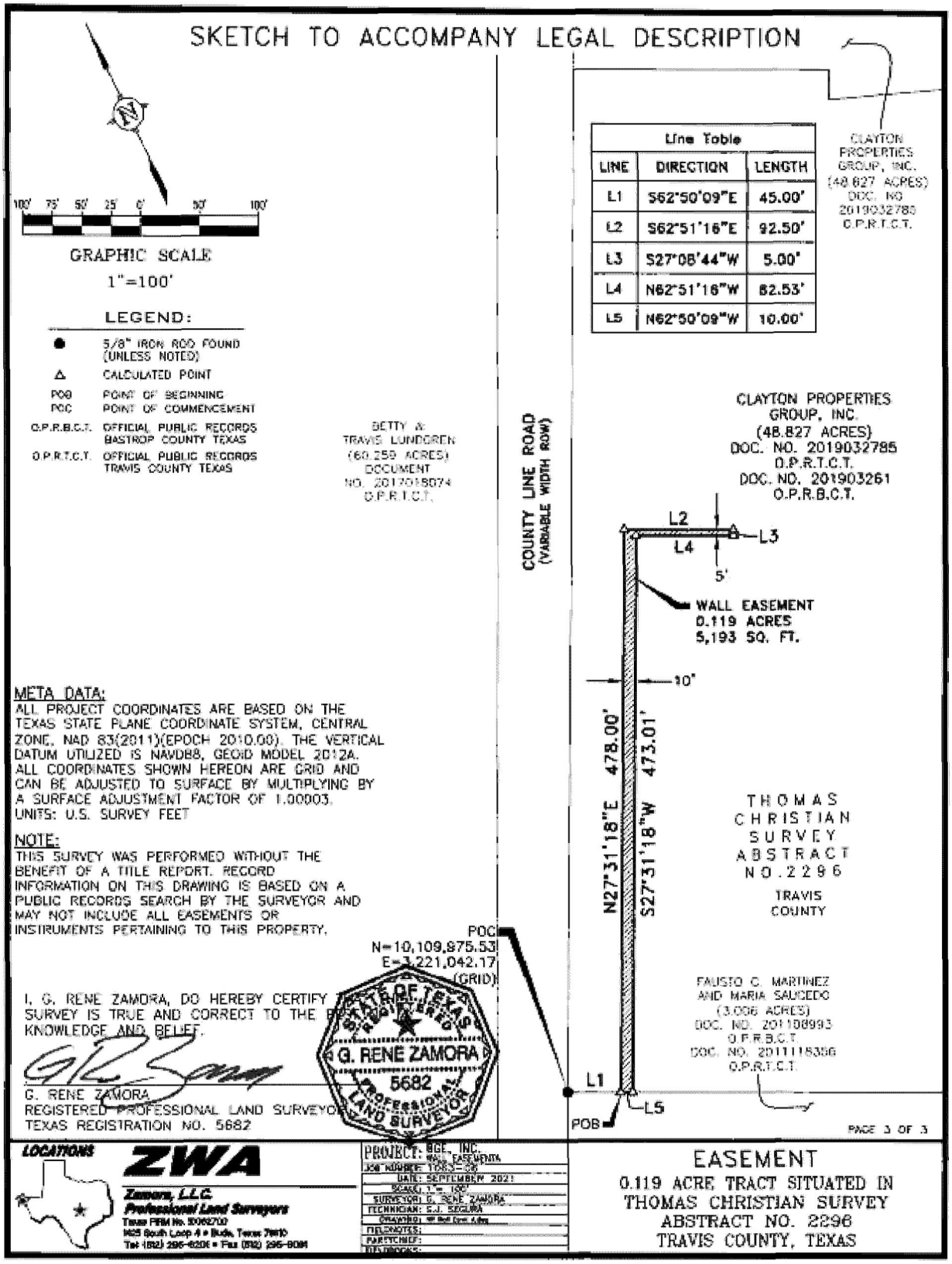

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
GRAPHIC SCALE
1"=100'
LEGEND:
5/8" IRON ROD FOUND (UNLESS NOTED)
CALCULATED POINT
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS BASTROP COUNTY TEXAS
O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS
Line Table
LINE | DIRECTION | LENGTH
L1 | S62°50'09"E | 45.00'
L2 | S62°51'16"E | 92.50'
L3 | S27°08'44"W | 5.00'
L4 | N62°51'16"W | 82.53'
L5 | N62°50'09"W | 10.00'
CLAYTON PROPERTIES GROUP, INC. (48.827 ACRES) DOC. NO 2019032780 O.P.R.T.C.T.
BETTY A. TRAVIS LUNDGREN (60.259 ACRES) DOCUMENT NO. 2017018074 O.P.R.T.C.T.
COUNTY LINE ROAD (VARIABLE WIDTH ROW)
CLAYTON PROPERTIES GROUP, INC. (48.827 ACRES) DOC. NO. 2019032785 O.P.R.T.C.T. DOC. NO. 201903261 O.P.R.B.C.T.
L2
L3
L4
5'
WALL EASEMENT 0.119 ACRES 5,193 SQ. FT.
10'
N27°31'18"E 478.00'
S27°31'18"W 473.01'
THOMAS CHRISTIAN SURVEY ABSTRACT NO.2296 TRAVIS COUNTY
FAUSTO C. MARTINEZ AND MARIA SAUCEDO (3.066 ACRES) DOC. NO. 201108993 O.P.R.B.C.T. DOC. NO. 2011118336 O.P.R.T.C.T.
POC N=10,109,875.53 E=3,221,042.17 (GRID)
L1
L5
POB
META DATA:
ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011)(EPOCH 2010.00). THE VERTICAL DATUM UTILIZED IS NAVD88, GEOID MODEL 2012A. ALL COORDINATES SHOWN HEREON ARE GRID AND CAN BE ADJUSTED TO SURFACE BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.00003. UNITS: U.S. SURVEY FEET
NOTE:
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
I, G. RENE ZAMORA, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
G. RENE ZAMORA
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5682
STATE OF TEXAS
G. RENE ZAMORA
5682
REGISTERED PROFESSIONAL LAND SURVEYOR
PAGE 3 OF 3
LOCATIONS
ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas FIRM No. 10062700
1625 South Loop 4 • Buda, Texas 78610
Tel (512) 295-6206 • Fax (512) 295-9084
PROJECT: BGE, INC.
JOB NUMBER: 1065-26
DATE: SEPTEMBER 2021
SCALE: 1" = 100'
SURVEYOR: G. RENE ZAMORA
TECHNICIAN: S.J. SEGURA
DRAWING: 10 Ext Esm Adm
FIELDNOTES:
PARTY CHIEF:
EASEMENT
0.119 ACRE TRACT SITUATED IN THOMAS CHRISTIAN SURVEY ABSTRACT NO. 2296 TRAVIS COUNTY, TEXAS

EXHIBIT "A-2"

ZWA
Zamora, L.L.C.
State-wide Professional Land Surveying
Offices in Buda and El Paso Texas

Easement

EXHIBIT "A-2"

DESCRIPTION

DESCRIPTION OF A 0.044 ACRE TRACT OF LAND, SITUATED IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO 2296, IN TRAVIS COUNTY, TEXAS AND BEING OUT OF A 48.827 ACRE TRACT OF LAND AS CONVEYED TO CLAYTON PROPERTIES GROUP, INC., OF RECORD IN DOCUMENT NUMBERS 2019032785 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND 201903261 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, SAID 0.044 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod found for the southwest corner of the said Clayton Properties Group, Inc., of said Document Number 2019032785, being also the northwest corner of that certain 3.006 acre tract of land conveyed to Fausto C. Martinez and Maria Saucedo of record in Document Number 20111118356 of the Official Public Records of Travis County, Texas and Document Number 201108993 of the Official Public Records of Bastrop County, Texas and being on the east line of County Line Road a variable width right-of-way;

THENCE, N 27°31'18" E, with the east line of said County Line Road and the west line of said 48.827 acre tract for a distance of **866.64 feet** to a calculated point on the west line of said 48.827 acre tract;

THENCE, departing the east line of said County Line Road, over and across said 48.827 acre tract, the following seven (7) courses and distance;

1. **S 62°51'16" E**, for a distance of **45.00 feet** to a calculated point and the **POINT OF BEGINNING** of the herein described tract;
2. **S 62°51'16" E**, for a distance of **10.00 feet** to a calculated point;
3. **S 27°31'18" W**, a distance of **145.00 feet** to a calculated point;
4. **S 62°51'16" E**, for a distance of **79.97 feet** to a calculated point;
5. **S 27°08'44" W**, a distance of **5.00 feet** to a calculated point;

6. **N 62°51'16" W**, for a distance of **90.00 feet** to a calculated point;

7. **N 27°31'18" E**, a distance of **150.00 feet** to the **POINT OF BEGINNING** and containing **0.044** acres of land.

BEARING BASIS

THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011)(EPOCH 2010.00). THE VERTICAL DATUM UTILIZED IS NAVD88, GEOID MODEL 2012A.
ALL COORDINATES ARE GRID AND CAN BE ADJUSTED TO SURFACE BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.00003.

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HAYS §

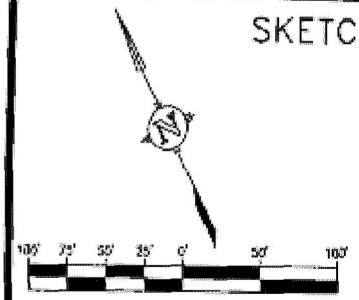
That I, G. Rene Zamora, a Registered Professional Land Surveyor, do hereby state that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Buda, Hays County, Texas this the 3rd day of September 2021, A.D.

G. Rene Zamora
Registered Professional Land Surveyor
Texas Registration Number 5682

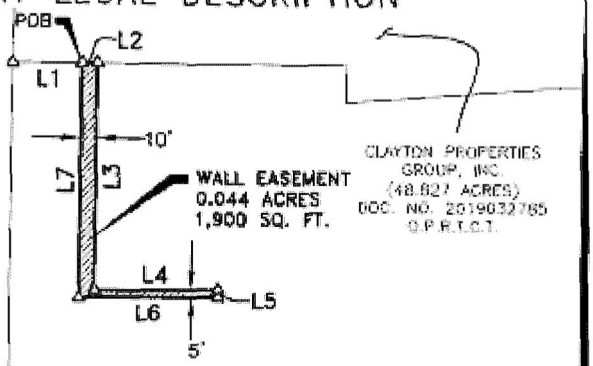
Zamora, L.L.C. dba "ZWA" Firm No. 10062700
1425 South Loop 4, Buda, TX 78610 – P.O. Box 1936, Buda, TX 78610
Phone: 512-295-6201 – Fax: 512-295-6091

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



GRAPHIC SCALE

1"=100'



LEGEND:

- ● 5/8" IRON ROD FOUND (UNLESS NOTED)
- △ CALCULATED POINT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS BASTROP COUNTY TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS

BETTY & TRAVIS LUNDGREN (60.259 ACRES) DOCUMENT NO. 2017018074 O.P.R.T.C.T.

COUNTY LINE ROAD (VARIABLE WIDTH ROW)

N27°31'18"E 866.64'

CLAYTON PROPERTIES GROUP, INC. (48.827 ACRES) DOC. NO. 2019032785 O.P.R.T.C.T. DOC. NO. 201903261 O.P.R.B.C.T.

Line Table		
LINE	DIRECTION	LENGTH
L1	S62°51'16"E	45.00'
L2	S62°51'16"E	10.00'
L3	S27°31'18"W	145.00'
L4	S62°51'16"E	79.97'
L5	S27°06'44"W	5.00'
L6	N62°51'16"W	90.00'
L7	N27°31'18"E	150.00'

META DATA:
ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011)(EPOCH 2010.00). THE VERTICAL DATUM UTILIZED IS NAVD88, GEOID MODEL 2012A. ALL COORDINATES SHOWN HEREON ARE GRID AND CAN BE ADJUSTED TO SURFACE BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.00003. UNITS: U.S. SURVEY FEET

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.

THOMAS CHRISTIAN SURVEY ABSTRACT NO. 2296

TRAVIS COUNTY

I, G. RENE ZAMORA, DO HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

G. RENE ZAMORA
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5682

STATE OF TEXAS REGISTERED G. RENE ZAMORA 5682 PROFESSIONAL LAND SURVEYOR

POC
N=10,109,975.53
E=3,221,042.17
(GRID)

FAUSTO C. MARTINEZ AND MARIA SAUCEDO (3.006 ACRES) DOC. NO. 201108993 O.P.R.B.C.T. DOC. NO. 2011118356 O.P.R.T.C.T.

PAGE 3 OF 3

LOCATIONS

ZWA

Zamora, L.L.C.
Professional Land Surveyors
Texas FIRM No. 10062700
1625 South Loop 4 • Buda, Texas 78610
Tel (512) 295-8201 • Fax (512) 295-8091

PROJECT: BGE, INC. WALL EASEMENT B
JOB NUMBER: 1063-06
DATE: SEPTEMBER 2021
SCALE: 1" = 100'
SURVEYOR: G. RENE ZAMORA
TECHNICIAN: G.J. SEDURA
DRAWING: HI Rd Gen Easy
FIELDNOTES:
PARTYCHIEF:
FIELDBOOKS:

EASEMENT
0.044 ACRE TRACT SITUATED IN THOMAS CHRISTIAN SURVEY ABSTRACT NO. 2296 TRAVIS COUNTY, TEXAS

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Jul 13, 2023 02:55 PM Fee: $ 38.00
2023078280
Electronically Recorded

HARVEST
Ridge
ELGIN • TEXAS

NOTICE OF APPLICABILITY

[SECTIONS TWO AND THREE]

Bastrop County and Travis County, Texas

Declarant: **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation, doing business in Texas as **BROHN HOMES**

Cross reference to: (i) the Harvest Ridge Master Covenant, recorded as Document No. 2022170416 in the Official Public Records of Travis County, Texas, and as Document No. 202222289 in the Official Public Records of Bastrop County, Texas, as amended from time to time; and (ii) the Harvest Ridge Development Area Declaration [Residential] – Development Area 1, recorded as Document No. 2022170870 in the Official Public Records of Travis County, Texas, and as Document No. 202222352 in the Official Public Records of Bastrop County, Texas, as amended from time to time.

NOTICE OF APPLICABILITY OF HARVEST RIDGE MASTER COVENANT AND HARVEST RIDGE DEVELOPMENT AREA DECLARATION [RESIDENTIAL] – DEVELOPMENT AREA 1

This Notice of Applicability of Harvest Ridge Master Covenant and Harvest Ridge Development Area Declaration [Residential] – Development Area 1 is made and executed by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Declarant**"), and is as follows:

1. **Applicability of Master Covenant.** This Notice of Applicability is Recorded with respect to (i) Lots 16 through 27, inclusive, Block D; Lots 5 through 17, inclusive, and Lots 19 through 35, inclusive, Block E; Lots 1 through 15, inclusive, and Lots 17 through 51, inclusive, Block G; Lots 1 through 9, inclusive, and Lots 11 through 46, inclusive, Block H; Lots 2 through 5, inclusive, and Lots 7 through 9, inclusive, Block J; and Lots 2 through 7, inclusive, and Lots 9 through 16, inclusive, Block P, FINAL PLAT OF HARVEST RIDGE SUBDIVISION SECTION TWO (the "**Section Two Plat**"), a subdivision located in Bastrop County and Travis County, Texas according to the map or plat thereof recorded as Plat Cabinet No. 7, Page 230B, Plat Records of Bastrop County, Texas, and as Document No. 202200342 in the Official Public Records of Travis County, Texas (the "**Section Two Development Area**"); and (ii) Lots 10 through 18, inclusive, Block J; Lots 1 through 30, inclusive, Block K; Lots 1 through 22, inclusive, Block L; Lots 1 through 8, inclusive, and Lots 10 through 21, inclusive, Block M; Lots 1 through 9, inclusive, and Lots 11 through 27, Block N; Lots 17 through 23, inclusive, and Lots 25 through 32, inclusive, Block P; and Lots 1 through 3, Block S, FINAL PLAT OF HARVEST RIDGE SUBDIVISION SECTION THREE (the "**Section Three Plat**"), a subdivision located in Bastrop County, Texas according to the map or plat thereof recorded as Plat Cabinet No. 7, Page 224B, Plat Records of Bastrop County, Texas (the "**Section Three Development Area**"). The Section Two Plat and the Section Three Plat are referred to collectively herein as the "**Plat**". The Section Two Development Area and the Section Three Development Area are referred to collectively herein as the "**Development Area**". Pursuant to that certain Harvest Ridge Master Covenant, recorded as Document No. 2022170416 in the Official Public Records of Travis County, Texas, and as Document No. 202222289 in the Official Public Records of Bastrop County, Texas, as amended (the "**Covenant**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Covenant, upon the Recording of appropriate Notices of Applicability from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant.

2. **Applicability of Development Area Declaration.** Pursuant to the Covenant and the Harvest Ridge Development Area Declaration [Residential] – Development Area 1 recorded as Document No. 2022170870 in the Official Public Records of Travis County, Texas, and as Document No. 202222352 in the Official Public Records of Bastrop County, Texas (the "**Development Area Declaration**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Covenant, upon the Recording of appropriate Notices of Applicability from time to time, may be

subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Development Area Declarations.

3. **Development Area**. The Development Area described and identified in Paragraph 1 hereinabove will constitute one of the Development Areas that is permitted, contemplated and defined in the Covenant.

4. **Property Incorporated Into Development**. The provisions of the Covenant and the Development Area Declaration shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant and the Development Area Declaration.

5. **Designation of Common Area**. In accordance with the rights reserved to Declarant pursuant to *Section 3.06* of the Covenant, Declarant hereby designates the below-described property and facilities as "Common Area" (as defined in the Covenant) for the benefit of the Association and its Members and for the use and enjoyment of the Owners and Occupants: (i) that certain variable width Landscape Easement over and across the side of Lots 1 and 2, Block J within the Section Two Development Area, including the turf, irrigation and related Improvements constructed and installed therein; (ii) that certain variable width Landscape & Public Access Easement over and across the front of Lot 16 and Lots 25 through 51, inclusive, Block G within the Section Two Development Area, including the pedestrian walkways and associated lights, benches, trash receptacles, fencing, hardscaping, landscaping, irrigation and related Improvements constructed and installed therein; (iii) that certain 24' Alley Easement over and across portions of Lots 1 through 51, inclusive, Block G within the Section Two Development Area, including the roadway and related Improvements constructed and installed therein; (iv) that certain 18' Alley Easement over and across the rear of Lots 1 through 30, inclusive, Block K; (v) that certain 24' Alley Easement over and across the easterly boundary line of Lot 8, Block K, and the westerly boundary line of Lot 9, Block K, within the Section Three Development Area, including the roadway and related Improvements constructed and installed therein; and (vi) the medians within the Harvest Ridge Boulevard right-of-way located adjacent to the Development Area and dedicated by the Section Two Plat, including the hardscaping, landscaping, irrigation, street lighting and related Improvements constructed and installed therein.

6. **Miscellaneous**. This notice constitutes a Notice of Applicability under *Section 9.05* of the Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Covenant.

[SIGNATURE PAGE TO FOLLOW]

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

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas
as **BROHN HOMES**

By: _____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 10th day of July, 2023, by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

_____
Notary Public Signature

JENNIFER MUTH
Notary Public, State of Texas
Comm. Expires 02-23-2027
Notary ID 126016728

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

KRISTA BARTSCH, County Clerk
Bastrop Texas
July 13, 2023 02:16:02 PM
FEE: $38.00
NOTICE
202310435

HARVEST
Ridge
ELGIN • TEXAS

NOTICE OF APPLICABILITY

[SECTIONS TWO AND THREE]

Bastrop County and Travis County, Texas

Declarant: **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation, doing business in Texas as **BROHN HOMES**

Cross reference to: (i) the Harvest Ridge Master Covenant, recorded as Document No. 2022170416 in the Official Public Records of Travis County, Texas, and as Document No. 202222289 in the Official Public Records of Bastrop County, Texas, as amended from time to time; and (ii) the Harvest Ridge Development Area Declaration [Residential] – Development Area 1, recorded as Document No. 2022170870 in the Official Public Records of Travis County, Texas, and as Document No. 202222352 in the Official Public Records of Bastrop County, Texas, as amended from time to time.

NOTICE OF APPLICABILITY OF HARVEST RIDGE MASTER COVENANT AND HARVEST RIDGE DEVELOPMENT AREA DECLARATION [RESIDENTIAL] – DEVELOPMENT AREA 1

This Notice of Applicability of Harvest Ridge Master Covenant and Harvest Ridge Development Area Declaration [Residential] – Development Area 1 is made and executed by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Declarant**"), and is as follows:

1. **Applicability of Master Covenant.** This Notice of Applicability is Recorded with respect to (i) Lots 16 through 27, inclusive, Block D; Lots 5 through 17, inclusive, and Lots 19 through 35, inclusive, Block E; Lots 1 through 15, inclusive, and Lots 17 through 51, inclusive, Block G; Lots 1 through 9, inclusive, and Lots 11 through 46, inclusive, Block H; Lots 2 through 5, inclusive, and Lots 7 through 9, inclusive, Block J; and Lots 2 through 7, inclusive, and Lots 9 through 16, inclusive, Block P, FINAL PLAT OF HARVEST RIDGE SUBDIVISION SECTION TWO (the "**Section Two Plat**"), a subdivision located in Bastrop County and Travis County, Texas according to the map or plat thereof recorded as Plat Cabinet No. 7, Page 230B, Plat Records of Bastrop County, Texas, and as Document No. 202200342 in the Official Public Records of Travis County, Texas (the "**Section Two Development Area**"); and (ii) Lots 10 through 18, inclusive, Block J; Lots 1 through 30, inclusive, Block K; Lots 1 through 22, inclusive, Block L; Lots 1 through 8, inclusive, and Lots 10 through 21, inclusive, Block M; Lots 1 through 9, inclusive, and Lots 11 through 27, Block N; Lots 17 through 23, inclusive, and Lots 25 through 32, inclusive, Block P; and Lots 1 through 3, Block S, FINAL PLAT OF HARVEST RIDGE SUBDIVISION SECTION THREE (the "**Section Three Plat**"), a subdivision located in Bastrop County, Texas according to the map or plat thereof recorded as Plat Cabinet No. 7, Page 224B, Plat Records of Bastrop County, Texas (the "**Section Three Development Area**"). The Section Two Plat and the Section Three Plat are referred to collectively herein as the "**Plat**". The Section Two Development Area and the Section Three Development Area are referred to collectively herein as the "**Development Area**". Pursuant to that certain Harvest Ridge Master Covenant, recorded as Document No. 2022170416 in the Official Public Records of Travis County, Texas, and as Document No. 202222289 in the Official Public Records of Bastrop County, Texas, as amended (the "**Covenant**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Covenant, upon the Recording of appropriate Notices of Applicability from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant.

2. **Applicability of Development Area Declaration.** Pursuant to the Covenant and the Harvest Ridge Development Area Declaration [Residential] – Development Area 1 recorded as Document No. 2022170870 in the Official Public Records of Travis County, Texas, and as Document No. 202222352 in the Official Public Records of Bastrop County, Texas (the "**Development Area Declaration**"), Declarant served notice that portions of the Property described on Exhibit "A" to the Covenant, upon the Recording of appropriate Notices of Applicability from time to time, may be

subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Development Area Declarations.

3. **Development Area.** The Development Area described and identified in Paragraph 1 hereinabove will constitute one of the Development Areas that is permitted, contemplated and defined in the Covenant.

4. **Property Incorporated Into Development.** The provisions of the Covenant and the Development Area Declaration shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant and the Development Area Declaration.

5. **Designation of Common Area.** In accordance with the rights reserved to Declarant pursuant to *Section 3.06* of the Covenant, Declarant hereby designates the below-described property and facilities as "Common Area" (as defined in the Covenant) for the benefit of the Association and its Members and for the use and enjoyment of the Owners and Occupants: (i) that certain variable width Landscape Easement over and across the side of Lots 1 and 2, Block J within the Section Two Development Area, including the turf, irrigation and related Improvements constructed and installed therein; (ii) that certain variable width Landscape & Public Access Easement over and across the front of Lot 16 and Lots 25 through 51, inclusive, Block G within the Section Two Development Area, including the pedestrian walkways and associated lights, benches, trash receptacles, fencing, hardscaping, landscaping, irrigation and related Improvements constructed and installed therein; (iii) that certain 24' Alley Easement over and across portions of Lots 1 through 51, inclusive, Block G within the Section Two Development Area, including the roadway and related Improvements constructed and installed therein; (iv) that certain 18' Alley Easement over and across the rear of Lots 1 through 30, inclusive, Block K; (v) that certain 24' Alley Easement over and across the easterly boundary line of Lot 8, Block K, and the westerly boundary line of Lot 9, Block K, within the Section Three Development Area, including the roadway and related Improvements constructed and installed therein; and (vi) the medians within the Harvest Ridge Boulevard right-of-way located adjacent to the Development Area and dedicated by the Section Two Plat, including the hardscaping, landscaping, irrigation, street lighting and related Improvements constructed and installed therein.

6. **Miscellaneous.** This notice constitutes a Notice of Applicability under *Section 9.05* of the Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Covenant.

[SIGNATURE PAGE TO FOLLOW]

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

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas
as **BROHN HOMES**

By: _____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 12th day of July, 2023, by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(SEAL)

_____
Notary Public Signature

JENNIFER MUTH
Notary Public, State of Texas
Comm. Expires 02-23-2027
Notary ID 126016728

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

April 07, 2020

Attn: Armbrust & Brown, PLLC

Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, TX 78701 USA

RE: Harvest Ridge Residential Community, Inc.
File Number: 803587312

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at https://window.state.tx.us/taxinfo/franchise/index.html. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at https://window.state.tx.us/taxinfo/exempt/index.html. Information on exemption from federal taxes is available from the Internal Revenue Service web site at https://www.irs.gov.

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555
Enclosure

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

Harvest Ridge Residential Community, Inc.
File Number: 803587312

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 04/06/2020

Effective: 04/06/2020

Ruth R. Hughs
Secretary of State

Form 202

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: $25

Certificate of Formation
Nonprofit Corporation

Filed in the Office of the Secretary of State of Texas
Filing #: 803587312 04/06/2020
Document #: 961228630002
Image Generated Electronically for Web Filing

Article 1 - Corporate Name

The filing entity formed is a nonprofit corporation. The name of the entity is :

Harvest Ridge Residential Community, Inc.

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

OR

☑ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:
Adam B. Boenig

C. The business address of the registered agent and the registered office address is:

Street Address:
6720 Vaught Ranch Road, Suite 200 Austin TX 78730

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☑ B. The consent of the registered agent is maintained by the entity.

Article 3 - Management

☐ A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

☑ B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Adam B. Boenig** Title: **Director**

Address: **6720 Vaught Ranch Road, Suite 200 Austin TX, USA 78730**

Director 2: **Tyler Gatewood** Title: **Director**

Address: **6720 Vaught Ranch Road, Suite 200 Austin TX, USA 78730**

Director 3: **Brad Boenig** Title: **Director**

Address: **6720 Vaught Ranch Road, Suite 200 Austin TX, USA 78730**

Article 4 - Organization Structure

☑ A. The corporation will have members.

or

☐ B. The corporation will not have members.

Article 5 - Purpose

The corporation is organized for the following purpose or purposes:

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. In furtherance of its

powers, the Association shall have the following powers which, unless indicated otherwise by this Certificate of Formation, that certain Harvest Ridge Master Covenant, to be recorded in the Official Public Records of Travis County, Texas and the Official Public Records of Bastrop County, Texas, as the same may be amended from time to time (the "Covenant"), the Bylaws or Applicable Law, may be exercised by the Board of Directors:

(a) all rights and powers conferred upon nonprofit corporations by Applicable Law;

(b) all rights and powers conferred upon property associations by Applicable Law, in effect from time to time, provided, however, that the Association shall not have the power to institute, defend, intervene in, settle or compromise proceedings in the name of any Owner or Member; and

(c) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in this Certificate of Formation, the Bylaws, the Covenant, or Applicable Law.

Notwithstanding any provision in Article 12 to the contrary, any proposed amendment to the provisions of this Article 5 shall be adopted only upon an affirmative vote of Members holding one-hundred percent (100%) of the total number of votes of the Association and the Declarant during the Development Period.

Terms used but not defined in this Certificate of Formation shall have the meaning ascribed to such terms in the Covenant.

Supplemental Provisions / Information

ARTICLE 6: MEMBERSHIP

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Covenant. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

ARTICLE 7: VOTING RIGHTS

Voting rights of the members of the Association shall be determined as set forth in the Covenant.

ARTICLE 8: LIMITATION OF DIRECTOR LIABILITY

A member of the Board of Directors of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his or her capacity as a board member, except to the extent otherwise expressly provided by Applicable Law. Any repeal or modification of this Article shall be

prospective only, and shall not adversely affect any limitation of the personal liability of a member of the Board of Directors existing at the time of the repeal or modification.

ARTICLE 9: INDEMNIFICATION

Each person who acts as a member of the Board of Directors, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him or her in connection with any civil or criminal action, suit or proceeding in which he or she may be named as a party defendant or in which he or she may be a witness by reason of his or her being or having been a member of the Board of Directors, officer, or committee member of the Association, or by reason of any action alleged to have been taken or omitted by him or her in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in Section 3.07 of the Covenant.

ARTICLE 10:DISSOLUTION

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Covenant. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE 11: ACTION WITHOUT MEETING

Any action required or permitted by Applicable Law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all the Members entitled to vote thereon were present. If the action is proposed by the Association, the Board of Directors shall provide each Member written notice at least ten (10) days in advance of the date the Board proposes to initiate securing consent as contemplated by this Article 11. Consents obtained pursuant to this Article 11 shall be dated and signed within sixty (60) days after receipt of the earliest dated consent and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE 12: AMENDMENT

Except as otherwise provided by the terms and provisions of Article 5 of this Certificate of Formation, this Certificate of Formation may be amended by the Declarant during the Development Period or by a Majority of the Board of Directors; provided, however, that any amendment to this Certificate of Formation by a Majority of the Board of Directors must be approved in advance and in writing by the Declarant during the Development Period.

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

☑ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below.

Kevin M. Flahive **100 Congress Avenue, Suite 1300, Austin, Texas 78701**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Kevin M. Flahive
Signature of organizer.

FILING OFFICE COPY

Acceptance of Appointment
and
Consent to Serve as Registered Agent
§5.201(b) Business Organizations Code

Acceptance of Appointment and Consent to Serve as Registered Agent

I acknowledge, accept and consent to my designation or appointment as registered agent in Texas for Harvest Ridge Residential Community, Inc.

I am a resident of the state and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if I resign.

Dated: April 6, 2020.

ADAM B. BOENIG

HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.
CONSENT OF DIRECTORS IN LIEU OF
ORGANIZATIONAL MEETING

The undersigned, being all of the members of the Board of Directors of Harvest Ridge Residential Community, Inc., a Texas non-profit corporation (hereinafter referred to as the "**Association**"), do hereby consent, pursuant to Section 22.220(a) of the Texas Business Organizations Code, to the adoption of the following resolutions:

1. DIRECTORS

RESOLVED, that each of the undersigned, being all of the directors of the Association, as named in its Certificate of Formation filed with the Secretary of State of the State of Texas on April 6, 2020, does hereby accept appointment to such office and does hereby agree to serve as a director of the Association.

2. COMMUNITY MANUAL

RESOLVED, that the Association has received a copy of the Community Manual adopted by Declarant in accordance with that certain Harvest Ridge Master Covenant, which Declarant will cause to be recorded in the Official Public Records of Travis County, Texas.

3. OFFICERS

RESOLVED, that each of the following-named persons be and they hereby are elected as officers of the Association for the office or offices set forth below opposite his or her name, and to hold any such office to which elected until the first annual meeting of the Board of Directors of the Association or until his or her successor should be chosen and qualified in his or her stead, or until his or her earlier death, resignation, retirement, disqualification or removal from office:

Tyler Gatewood	-	President
Adam B. Boenig	-	Vice President
Greg Barber	-	Secretary/Treasurer

4. BOOKS AND RECORDS

RESOLVED, that the Secretary of the Association be and hereby is authorized and directed to procure all necessary books and records of the Association.

5. CORPORATE SEAL

RESOLVED, that a corporate seal is not adopted at this time and that no impression of a corporate seal is required on any Association document.

6. DEPOSITORY RESOLUTIONS

RESOLVED, that an account shall be established in the name of the Association with a financial institution to be determined by the Board (the "**Bank**"), under the rules and regulations as prescribed by said Bank wherein may be deposited any of the funds of this Association, whether represented by cash, checks, notes or other evidences of debt, and from which deposit withdrawals are hereby authorized in the name of the Association by any one of the following persons:

Tyler Gatewood
Adam Boenig
Greg Barber

BE IT FURTHER RESOLVED, that the Bank is hereby authorized to honor any and all withdrawal items against the Association's funds, although payable to the officer or agent signing or countersigning the same and whether presented for encashment or for credit to the personal account of such officer or agent or any other person, and said Bank need make no inquiry concerning such items and/or the disposition of the money, items, or credit given therefor.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of and effective the 12 day of July, 2021.

Tyler Gatewood, Director

Adam Boenig, Director

Greg Barber, Director

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 08-12-2022

Employer Identification Number:
88-3695580

Form: SS-4

Number of this notice: CP 575 A

HARVEST RIDGE RESIDENTIAL COMMUNITY
INC
6720 VAUGHT RANCH RD STE 200
AUSTIN, TX 78730

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-3695580. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120H	04/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is HARV. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

(IRS USE ONLY) 575A 08-12-2022 HARV B 9999999999 SS-4

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 08-12-2022
EMPLOYER IDENTIFICATION NUMBER: 88-3695580
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

HARVEST RIDGE RESIDENTIAL COMMUNITY
INC
6720 VAUGHT RANCH RD STE 200
AUSTIN, TX 78730

Management Agreement

This Management Agreement along with the following documents attached hereto: (1) Standard Terms and Conditions (Exhibit A); and (2) the Service Level Agreement (Exhibit B) (together, the "**Agreement**"), sets forth the mutual understanding of **The Neighborhood Company, LLC**. ("**TNC**") and the **Harvest Ridge Homeowners Association, Inc.**(the "**Association**") with respect to the management of the Association and the common area described in the Association's Organizational Documents, as defined in Section 2, (the "**Common Area**"), and other duties as described below. TNC and the Association are referred to in this Agreement from time to time collectively as the "**Parties**" and each individually as a "**Party**".

1. **Appointment and Acceptance**-The Association hereby engages TNC as the Association's limited agent for the purposeof managing the Association, managing the Common Area and carrying out other specific duties as further described in this Agreement only. TNC hereby accepts such engagement and agrees to provide the Services (as defined in Section 4), allsubject to the terms and conditions contained in this Agreement.

2. **Authority; Power**-The engagement contemplated by Section 1 includes the authorization of TNC to act on behalf of the Association and the Board of Directors of the Association (the "**Board**") in any and all matters affecting the management of the Association and the Common Area, subject to the provisions of (i) this Agreement, (ii) the Association's Articles of Incorporation, Bylaws, Policies, Rules, Regulations and Declaration of Covenants, Conditions and Restrictions, in the version most recently received by TNC, including any other documents of similar import, (collectively, the "**Organizational Documents**"), (iii) any applicable laws and (iv) any written instructions of the Board or the Association's President delivered to TNC subject to the provisions of Sections 1 and 2 of the Standard Terms and Conditions. Both Parties have the power to execute this Agreement and to perform its obligations under this Agreement and both Parties have taken all necessary action to authorize such execution and performance.

3. **Term**-The term of this Agreement will commence on the date set forth on Exhibit A (the "**Commencement Date**") and is for the period indicated on Exhibit A (the "Initial Term") and will be automatically renewed for additional terms of the same length as the Initial Term unless written notice of termination is given by either Party in accordance with the termination provisions described in Section 10 of the Agreement. The Initial Term and any subsequent terms of the same period of time are referred to in this Agreement as a "**Term**".

4. **Service Level Agreement**-The Service Level Agreement attached to this Agreement is part of this Agreement and sets forth the mutual understanding between the Parties regarding the services to be performed, the term, and the pricing for such services.

5. **Compensation**-The Association shall compensate TNC for the Services according to the Agreement and ServiceLevel Agreement.

    a) **Payment for Services**-The Association shall deliver payments for the monthly fees (the "**Recurring Monthly Fees**") in the amounts identified in Exhibit A to be paid by check at the beginning of each month during the Term and otherwise as described herein.

    b) **Sales Tax and Fees**-In the event that a sales tax is imposed on the payment and receipt of the Recurring Monthly Fees or other amounts payable to TNC under this Agreement, then the Association shall be responsible for the payment of such sales tax in the amount required by law.

    c) **Annual Escalation**-The Recurring Monthly Fees shall remain the same unless modified by mutual written agreement of the parties as an amendment or supplement to this Agreement.

6. **Indemnification**

A) **TNC SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE ASSOCIATION, AND ITS AFFILIATES, PARTNERS, SHAREHOLDERS, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL SUITS, PROCEEDINGS, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY KIND SUFFERED OR INCURRED BY THE ASSOCIATION, INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER DEFENSE COSTS (COLLECTIVELY, "CLAIMS"), ARISING OUT OF OR IN ANY WAY ATTRIBUTABLE TO A BREACH OF THIS AGREEMENT BY TNC, OR THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD OF TNC.**

B) **THE ASSOCIATION SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS TNC AND ITS AFFILIATES, PARTNERS, SHAREHOLDERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, ARISING OUT OF OR IN ANY WAY ATTRIBUTABLE TO: (1) A BREACH OF THIS AGREEMENT BY THE ASSOCIATION; (2) THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD OF THE ASSOCIATION; (3) LIABILITY BASED ON TNC'S STATUS UNDER APPLICABLE LAW AS A "MANAGING AGENT" (OR SIMILAR CHARACTERIZATION); (4) ACTS OF THE ASSOCIATION, ITS EMPLOYEES, OR THIRD PARTIES HIRED BY THE ASSOCIATION; AND (5) EVENTS THAT EITHER OCCURRED PRIOR TO TNC'S APPOINTMENT OR AFTER THE TERMINATION OF THIS AGREEMENT. NOT WITHSTANDING THE FOREGOING, THE FOREGOING INDEMNITY SHALL NOT APPLY TO THE EXTENT ATTRIBUTABLE TO THE NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD OF TNC, UNLESS THE ACTS OR OMISSIONS ARE ALLEGED TO HAVE OCCURRED IN CONNECTION WITH TNC ACTING IN ACCORDANCE WITH THE ASSOCIATION'S INSTRUCTIONS OR REQUESTS.**

7. **Limitation of Liability**

In no event shall TNC or the Association be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or lost profits or lost savings arising out of or in connection with this Agreement, whether in an action based on contract, tort, (including negligence) or any other legal theory.

8. **Standard Terms and Conditions**-The Standard Terms and Conditions attached to this Agreement is part of this Agreement and sets forth the mutual understanding between the Parties regarding the additional terms and conditions.

9. **Amendment**-No amendment, modification, or waiver of any of the provisions of this Agreement, or any futurerepresentation or promise, shall be binding upon the Parties unless agreed to in writing by the Parties to be bound thereby.

10. **Termination**

a) **Termination by Agreement**- Notwithstanding any provision in Section 3 of this Agreement, this Agreement may be terminated by mutual written consent of TNC and the Association at any time.

b) **Termination upon Failure to Cure a Breach**-In the event that a Party (the "**Defaulting Party**") materially breaches any term specified in this Agreement (a "**Breach**"), the other Party may terminate for reasons of failure to cure a breach by following the instructions in Section 3 of the Standard Terms and Conditions.

c) **Termination upon Dissolution; Insolvency**-Notwithstanding the provisions of Section 10(b), TNC may terminate this Agreement immediately upon dissolution of the Association or by written notice to the

Association if there are insufficient operating funds to continue the operation of the Association and such deficiency continues for a period of thirty (30) days after written notice of such deficiency from TNC to theAssociation.

d) **Termination Without Cause** – This Agreement may be terminated at any time, with or without cause, by the Association with 30 days prior written notice to TNC.

By the signing below the parties acknowledge and accept the terms of this Agreement and all exhibits attached hereto.

HARVEST RIDGE HOMEOWNERS ASSOCIATION, INC.

Signature: _____

Name: ADAM BOENIG

Title: VICE PRESIDENT

Date: 7/14/22

THE NEIGHBORHOOD COMPANY, LLC.

Signature: _____

Name: LAURA FICCO

Title: President

Date: 7-14-22

Exhibit A

Agreement Terms

Association	Harvest Ridge Homeowners' Association, Inc.
Manager	
Commencement Date	July 1, 2022
Number of current units	
Number of total units at build-out	1,163
Initial Term (years)	1
Renewal Term (years)	1
Community Type	Single Family
# of Complex Amenities	1

Pricing Schedule

Recurring Monthly Fees				
Item	**Service**	**Explanation**	**Price**	**Unit**
	Lifestyle Management Services;Community Inspection, Administration & Communications	Association Set Up Association Set Up Consulting (converts to Lifestyle Management at 1st closing)	$1,000 monthly retainer	
		Lifestyle Management All Inclusive monthly management beginning with the 1st closing	$1,500	Plus $7.50 per sold home
		Lifestyle Director Fee	Add'l Fee TBD	

Not included (paid by owner/buyer directly to TNC on an as needed basis):

- Statements of Account and Resale Process Management (Item 13)
- Transfer Process Management (Item 14)
- Refinance Process Management (Item 15)

Other Terms:

X Section 2 of the Management Agreement has been added to by the following: "TNC is acting on behalf of the Board of Directors under their explicit direction pursuant to this Management Agreement. Board is responsible for the implementation of contracts, acceptance of bids, and other expenditures. TNC shall not enter into any contracts or take any action to create any obligations or liabilities affecting the Association without the prior written approval of the Board"

X The Association retains all late fee revenue charged to the lot/unit owner. Any third-party legal fees for the actual lien filings, foreclosure filings or bankruptcy filings are not included and are billed separately by the applicable third party.

Service Level Agreement

This Service Level Agreement sets forth the mutual understanding of TNC and the Association with respect to the service levelof the management of the Association and the common area and carrying out other duties, all as described belowand is part of the Agreement between TNC and the Association along with the Standard Terms and Conditions. TNC shall perform management services described in this Service Level Agreement (the "Services") on behalf of the Association in good faith, with commercially reasonable in the best interest of the Association and otherwise in accordance with this Service Level Agreement as outlined herein, subject to the satisfaction of the Association's duties and responsibilities as outlined in the Standard Terms and Conditions. Services that are not specifically identified herein, and that are not specifically identified in Exhibit A as agreed upon services to be performed, are not included as part of TNC's obligations under the Agreement.

Community Management Service

1. **Board Member Relationship Management**
   a) Provide new Board of Directors orientation and training if needed
   b) Respond to board member questions and issues no later than the next business day
   c) Resolve conflicts and dispute between board members
   d) Provide administrative guidance to board members
   e) Maintain thorough familiarity with the Organizational Documents
   f) Monitor and disseminate new legislation, ordinances, court cases and other information pertinent to the Association, together with recommendations for compliance
   g) Monitor and disseminate public notices/information pertinent to Association
2. **Annual Meeting Management**
   a) Update list of all Owners, declarants, and other attendees
   b) Prepare meeting agenda and meeting packet
   c) Issue meeting notices and proxy statements
   d) Oversee registration of all attendees
   e) Run the meeting if requested by the Board
   f) Give annual Manager's report
   g) Explain financial condition and budget information
3. **Service Provider Relationship Management**
   a) Provide Service Provider Management system
   b) Assist Board in the preparation of bid specifications
   c) Manage competitive bid process as needed for large jobs
   d) Analyze bids
   e) Selection of vendors, scheduling and monitoring of work
   f) Invoice approval and payment process (all utilities are to be paid by EFT if the vendor accepts EFT)
4. **Architectural Control Committee Management**
   a) TNC shall notify the ARB Architect and the ARB on-site representative upon receipt of the Design Review Fee
   b) TNC shall track non-compliance and communicate these to the owner
5. **Resident Service Center**
   a) Provide trained Advisors to provide personalized service and distribute information as appropriate
   b) Provide after-hours emergency call handling system
   c) Maintain Owner database with contact history and interaction notes

6. Resident Website

a) Provide web-based document archive
b) Provide web-based resident service system with assessment information, deed restriction information, directory, online payments and online service request forms

Community Monitoring Services

7. Site Monitoring and Deed Restriction Management

a) Maintain & Update data for SmartWebs (software paid for by the Association)
b) Provide continuing deed restriction awareness content through articles for the newsletter and/or special mail-outs
c) Monitor property for compliance with restrictions based upon readily-visible violations from Common Area, streets, driveways and sidewalks
d) Manage Deed Restriction Committee input
e) Manage Owner complaints of violations
f) Notify Owners of violations via standard notices
g) Manage Owner disputes of violations
h) Maintain violation log

Board Meeting Services

8. Board Meeting Management

a) Prepare preliminary meeting agenda and meeting notice
b) Prepare and publish board meeting packet
c) Participate in the meeting per Board request
d) Present Manager's report

Financial Management Services

9. Association Affairs Management

a) Provide designated place of business
b) Provide designated representative
c) Facilitate inspection of books and records by Owners (prior appointment required, extra fees apply)[1]
d) Serve as a liaison with legal counsel, registered agent, or other professional services providers as necessary to oversee that all necessary filings, licenses and permits are properly prepared and filed in accordance with any applicable laws (all third-party legal fees, registered agent's fees, document fees, search charges, and filing fees will be charged to the Association).
e) Provide records storage and manage corporate records and books.

10. Financial Management

a) Provide Accounting and Financial Software
b) Manage Accounts Payable
c) Manage Accounts Receivable
d) Manage General Ledger
e) Prepare a proposed annual budget forecast
f) Bank account maintenance (additional fees apply for bank loan management)
g) Reconcile monthly bank statements
h) Manage disbursements and perform the required document processing

[1] Additional service fees apply and are billed directly to the Owner via title company. All fees payable to TNC.

i) Generate statements of accounts and/or resale certificates[1]
j) Facilitate cash management
k) Prepare standard monthly financial reports by the 15th day following month-end and prepare standard monthly financial reports by the 45th day following year-end

11. Manage Owner Assessments

a) Issue standard assessment statements (additional fees apply for the third-party cost of the statements)
b) Manage EFT/ACH payment process
c) Manage credit card payment process (additional bank fees may apply to the Owner)
d) Collect and post to proper bank account
e) Process checks without coupons and returned checks

12. Statements of Account and Resale Process Management[1]

a) Provide Statement of Account/Resale Process Management database
b) Answer tax service, title company and mortgage company inquiries
c) Answer homeowner inquiries

13. Transfer Process Management[1]

a) Provide Transfer Process Management database
b) Manage plat and lot/unit owner database
c) Update Association records for new owner
d) Generate transfer documentation

14. Refinance Process Management[1]

a) Provide Refinance Process Management database
b) Answer tax service, title company and mortgage company inquiries
c) Coordination of subordination agreement requests
d) Generate refinance documentation

15. Tax Management

a) Provide Tax Management system
b) Maintain updated plat information
c) Maintain property tax information within the proper jurisdictions
d) Collate information for any required Federal or State tax return preparation and forward to independent tax vendor selected by Manager for preparation (extensions required at the expense of the Association to allow adequate time for final FYE financial review, audit, return preparation, and client signature)
e) Maintain property tax accounts, parcel identifiers and property tax invoice payments
f) Coordinate with the Association on required signatures for the required tax returns and submit to the applicable taxing authority
g) Prepare and issue W-2s and 1099s

Financial Management Services

16. Insurance Management (all premiums are paid by the Association)

a) Assist with the application for the following insurance policies as requested: liability; property; worker's compensation; Directors and Officers; Errors & Omissions.
b) Maintain a manager Fidelity Bond as require by Association or stature
c) Maintain Association insurance policies including expiration dates and renewals

17. New Owner Welcome Process[2]

a) Email welcome letter
b) Distribution of access cards/keys to community & amenities as appropriate

[2] Each Party agrees that TNC is free to sell and insert advertising.

Administrative and Collections Services

18. Fulfillment Management

a) Provide community mailing services for regular mailings, special notices and annual meeting notices as required

19. Delinquent Assessment Collections

a) Provide delinquency management report
b) Create and mail standard delinquency notices
c) Create legal referral packet and submit to Association's attorney
d) Coordinate with the Association attorney post referral
e) Process bankruptcy correspondence and file Proof of Claim on behalf of Association
f) Receive, research, review and process foreclosure documents for subsequent conveyance and collection
g) Provide delinquency report
h) Assess, collect and post late fees and finance charges (additional collections fees may apply for "Over 90 Days" accounts)[1]

Community Communications Services

20. Newsletter Publishing Services

a) Create, scan, and format logo for use with the newsletter
b) Layout newsletter template
c) Write, edit and format articles
d) Take, scan and format photos
e) Maintain resident database
f) Publish, print and mail newsletter (postage costs are included) with a maximum of two edit revisions
g) Post newsletter to community website

21. Software and Hosting Service

a) Set-up hosting agreement
b) Domain registration
c) Scan or format photographs provided by Association
d) Create logo, scan and format for use with the Website
e) Design the portal

Set-Up Services

22. New Community Set-Up Services

a) Dedicatory instrument document scanning
b) Vendor contract and insurance policy scanning
c) DRV master configuration
d) Maintenance master configuration
e) Assessment rules configuration
f) Collections process configuration
g) Create Community Information Summary and Amenity Summary
h) Create Legal Summary
i) Create community forms
j) Lot/unit set-up
k) Owner information input
l) Bank account set-up
m) Financial records mapping
n) Financial report mapping
o) Budget input

Exhibit B

Standard Terms and Conditions

This Standard Terms and Conditions document sets forth the mutual understanding of TNC and the Association with respect to the specific terms and conditions as described below and is part of the Agreement between TNC and the Association along with the Service Level Agreement.

1. **TNC's Duties and Responsibilities**

   a) **General**-TNC shall perform the Services on behalf of the Association in accordance with the ServiceLevel Agreement.

   b) **Licensure**-TNC shall obtain all licenses, permits and approvals (if applicable) to fulfill its obligations under this Agreement.

   c) **Employees of TNC**-TNC shall assign a specific individual to be the primary representative of TNC (the "**Manager Representative**") in carrying out its responsibilities in this Agreement. TNC is free to hire employees and/or independent contractors at its discretion and may, at its discretion and from time to time, change the TNC Representative. Upon written request from the Board for a change in Manager Representative,TNC shall make a change if reasonably possible.

   d) **Communications**

      i. **Board Communications** -TNC intends to communicate primarily through Manager Representative to the President of the Association. TNC may communicate directly to the Board and committee members as necessary in support of their duties pertaining to their office and with the Association property owners ("**Owners**") as necessary in carrying out TNC's authorized actions contemplated under this Agreement, including communications by email and the Board website. TNC and Manager's Representative shall be fully entitled to act on behalf of the Association or the Board upon (i) authority delegated under this Agreement; (ii) instructions (oral or written) received from the Board or the President of the Association; (iii) communication occurring in meetings of the Board or its committees;or (iv) instructions posted on the Board website. TNC may act in reliance upon any instruction, instrument or signature reasonably believed by TNC to be genuine. In the event of conflicting instruction from the Board, TNC will seek and follow instruction from the Board President for resolution and clarification. TNC will notify the Association pursuant to this Section 1(d) of any changes to its mailing address.

      ii. **Owner Communications** - Owners should communicate with TNC primarily through direct email or through their private Resident website where Owners self-service and access most pertinent information.

      iii. **Response Time** -TNC shall use commercially reasonable efforts to respond to each communication from the Association prior to the end of the business day following delivery of verbal or electronic communication and within one business week for written communication. Association understands that TNC represents other clients and the Association (through its President or its Board) and TNC shall mutually agree upon a reasonable time to respond or complete an assigned task.

e) Financial Accounts

i. **Operating Account**-TNC is authorized to establish and maintain bank account(s) in the name of the Association for the Association's operating funds with a federally-insured institution selected by TNC. The account shall include as signatory TNC and such other persons as the Board may approve from time to time. TNC shall not commingle any of the Association's operating funds with any funds or other property of TNC or of any other person or entity.

ii. **Reserve Account**-TNC is authorized to establish and maintain one or more reserve account(s) in the name of the Association for the Association's reserve funds in accordance with the Board's instruction. All reserve accounts established for the Association shall include as signatory TNC and such other persons as the Board may approve from time to time. TNC shall not comingle any of such funds with any funds or other property of TNC or of any other person or entity. The Association agrees that TNC is not a financial advisor or investment manager and does not recommend investment strategies for the Association.

iii. **Disbursement Authority**-TNC is granted the authority to make all required disbursements at TNC's own discretion for the Association as evidenced by invoices, written bills or statements, such disbursements to be made from assessments collected from Owners' ("**Assessments**") and only as provided in the Board-approved budget or otherwise authorized in writing. In the event that there is no approved budget in the current year, the previous year's budget shall prevail or apply. TNC is granted the authority to make all required funds transfers between the Associations Operating and Reserve Accounts as needed to facilitate the Association's proper cash management. TNC shall not be obligated to make any advance to or for the account of the Association or to pay any sum, except out of the Assessments, nor shall TNC be obligated to incur any liability for the account of the Association. All non-budget expenditures and emergency expenditures are subject to specific Board authorization.

iv. **Financial Institution Arrangements**-TNC has entered into, or may enter into, arrangements with one or more banks relating to the Services to be provided to the Association. In turn, the banks provide to TNC certain services which involve, or are incidental to, a normal banking function (the "**Banking Services**"), and the banks may provide these Banking Services to TNC either directly or through third parties.

f) Manager's Insurance-TNC shall maintain in full force and effect a general liability insurance policy with minimum limits of at least $2 million. TNC shall additionally maintain in full force and effect a Worker's Compensation Insurance policy as required by prevailing state statute at manager's sole cost and expense. TNC's general liability insurance policy shall name the Association as an additional insured and shall include a waiver of subrogation for all claims against the Association.

g) Competitive Bids-Large capital expenditures shall be awarded on the basis of competitive bidding with multiple written bids where possible and practical and accompanied by TNC's summary and analysis as to themost acceptable or suitable bid. The Association shall be free to accept or reject any and all bids.

h) Legal, Auditing and Security Services-TNC is not a law firm, is not licensed to practice law and does not provide legal services, and the services of TNC under this Agreement do not include the rendering of legal services by TNC of any attorney employed or engaged by TNC; TNC is not an accounting or auditing firm, is not licensed to practice accounting or auditing, and TNC will provide only the accounting services expressly described in this Agreement; and TNC is not in the business of providing security guards or other security services, is not licensed to provide such guards or services, the services of TNC under this Agreement do not include provided security systems to protect the Common Areas or the real or personal property of any Owner and TNC shall not be liable for any loss or damage by the inadequacy or ineffectiveness of any security systems.

2. **Association's Duties and Responsibilities**-The Association shall fulfill the following duties and responsibilities:

   a) **General**-The Board shall exercise oversight and governance of the Association and provide such guidance and policies to the TNC as necessary so that TNC can efficiently carry out its duties contemplated in this Agreement.
   b) **Policies**-The Board shall clearly communicate in writing its policies to TNC pertaining to deed restriction enforcement guidelines, architectural guidelines and general community activities.
   c) **Committees**-The Board shall establish and maintain committees in accordance with the Organizational Documents to facilitate the operation of the Association. Such committees will answer solely to the Board.
   d) **Budgets**-The Board shall be responsible for the approval of the annual operating budgets and the reserve budget and for setting the Assessments, both regular and special in nature.
   e) **Licensure**-The Association shall maintain all licenses, permits and approvals as are necessary to operate the Association. TNC will track and prepare these licenses, permits, and approvals and advise the Board of their requirements.
   f) **Association Insurance**-The Association gives TNC permission to send an Agent of Record change to the Association's current insurance providers stating that the Association wished to name The Neighborhood Co., LLC as its exclusive representative effective immediately for all lines of business, currently in force or submitted by application. The Association shall maintain in full force and effect at all times and at its own expense a general liability policy with limits equal to or greater than $1,000,000 each occurrence and $2,000,000 in the aggregate. TNC shall be named as an additional insured on the Association's general liability policy, along with a waiver of subrogation reasonably acceptable to TNC, and, if reasonably available, on the Association's other policies as called for in the Agreement. The Association shall also maintain in full force and effect 1) Directors and Officers coverage, and 2) Computer and Funds Transfer Fraud Coverage, with a limit of at least $1,000,000 for each policy. The policies shall name TNC as an additional Insured. Where required by law the Association shall maintainin full force and effect Workers Compensation insurance in the amounts as required by law. Where required bylaw the Association shall maintain in full force and effect such other insurance policies or coverages in the amounts as required by law. Following written notice from TNC that the Association does not have evidence that the aforementioned coverages are in full force and effect, TNC may, but is not obligated to, secure such coverages or policies on behalf of the Association. Association agrees to cooperate with TNC to apply for andhave such coverages or policies and to pay for such policies.
   g) **No Other Manager**-The Association shall not engage any other third-party manager of the Association or the Common Area during the Term of this Agreement.
   h) **Communications**-The Association and the Board shall communicate primarily through the President of the Association to the Manager Representative, and each such communication (oral or written) from the President or Vice President of the Board is deemed to be made with the full authorization of the Association and the Board. The Board and committee members shall use all reasonable efforts to respond to all TNC communications (from the Manager Representative or otherwise) in a timely fashion according to the agreed upon due dates in order to facilitate the operation of the Association, including any communications via the Board website. The Association will notify TNC pursuant to this Section 2(h) of any changes to the President's or other Board member's mailing address.
   i) **Financial Accounts**-The Board shall provide specific instructions to TNC regarding the investment strategy for the Association's financial account(s).
   j) **Association Data**-TNC is largely responsible for maintaining data pertaining to the operation of the Association including but not limited to (i) data pertaining specifically to the operation of the Association, such as lists of the members of the Board, the Association's officers and the Owners and their respective addresses, phone numbers and e-mail addresses, the Association's financial reports and Organizational Documents; (ii) legal documents applicable to the Association and the Common Area (as well as amendments to such documents), and renderings of plat map(s). Any information collected or generated during the Term of this Agreement by the Association, the Board or by other third parties (collectively the "**Data**") shall be supplied to TNC. The Data shall be considered Confidential Information (as hereinafter defined).

k) **Collections**-This Association delegated authority to refer delinquent homeowner accounts to the Association's collection attorney per the TNC's standard collection policy and in accordance with the Association's collections guidelines. TNC will follow the established guidelines unless specifically directed by the Board to do otherwise. The Association may amend or revoke the terms of this authority by providing written notice to TNC.

3. **Written Notice of Failure to Cure a Breach**
In the event that a Party (the "**Defaulting Party**") breaches any term specified in this Agreement (a "**Breach**"), the other Party may deliver to the Defaulting Party a written notice, pursuant to Section 9(b), that (i) contains the words "Written Notice of Breach" and (ii) clearly state the Breach so that the Defaulting Party may cure the Breach (such notice being a "**Written Notice of Breach**"). Notice must be sent by certified mail, in addition to any other method used by the Party, to be effective. In the event that any Breach is not cured within thirty (30) days after delivery to the Defaulting Party of a Written Notice of Breach, the other Party shall have the right to terminate this Agreement by delivery to the Defaulting Party of a written notice, pursuant to Section 9(b), that (i) contains the words "Termination Notice Due to Failure to Cure a Breach" and (ii) clearly states any such Breach previously identified in the Written Notice of Breach that had not been cured during the thirty (30) day cure period (any such notice being a "**Termination Notice Due to Failure to Cure a Breach**"). Resolution of any disagreement between the Parties as to whether the Breach has been cured shall be in accordance with Section 9(i).

4. **Actions Upon Termination**-Upon expiration or termination of this Agreement the Parties' rights and obligations shall include the following:
   a) Within two (2) business days of Termination of this Agreement, TNC shall deliver the following items to the Board or its designated representative: keys to common areas, personal property of the Association, petty cash and physical files in TNC's possession, all funds held on account for the Association.
   b) Within five (5) business days of Termination of this Agreement, TNC shall deliver the following items to the Board or itsdesignated representative: lot/unit owner roster as of the final day of management, copies of all the governingdocuments, copies of all vendor contracts and contact information, and copies of all insurance policies.
   c) Within ten days (10) of Termination of this Agreement, TNC shall deliver the following items to the Board or its designated representative: copies of all documents in TNC's possession except information deemed by TNCto be proprietary in nature (such delivery may be in common commercial electronic format), financial statements for the final accounting period and all funds of the Association subject to the limitations stated below.
   d) The Association's access to the Board website shall remain in effect for thirty (30) days following the expiration or termination of this Agreement to facilitate the Board's retrieval of information.
   e) Upon expiration or termination, all unpaid management fees, reimbursable expense and other expenses due to the Manager shall immediately become due and payable.
   f) At any time following thirty (30) days after the expiration of this Agreement and upon completion of the TNC's responsibilities above, any responsibility of TNC to Association shall cease except with respect to the obligations that expressly survive termination of this Agreement as set forth in Section 9(k) hereof. Any requests for documents, recordor information of any sort shall be subject to TNC's then current price schedule for such service.

5. **Intellectual Property Rights of TNC**
   a) The Association acknowledges and agrees that, during and after the Term, except for the rights granted to the Association under this Agreement, the Association shall have no right, title or interest in, to and under any and all Intellectual Property Rights (as defined in Section 5(d)) relating to, arising out of or in connection with (i) TNC's corporate or any other business names or logos, (ii) the Services, (iii) the software (use code and source code) and other technology used by TNC's to provide the Services, including without limitation programs, methods of processing, improvements, modifications, enhancements and other proprietary rights inherent in and appurtenant thereto (the "**Applications**"), or (iv) any user manuals or other documentation prepared by or on behalf of TNC describing the Services, the functionality of any of the Applications or the methods of providing the Services (the "**Documents**").
   b) The Association shall not, and will cause each of its affiliates and representatives not to, (i) make any modifications to or derivations of the Applications, the Services or the Documentation or (ii) reverse engineer or otherwise attempt to reproduce all or any part of the Applications. If the Association or any of its affiliates or representatives make any modification, alteration or enhancement with or without the TNC's written consent to the Applications, the Services or the Documentations, such modification, alterations or enhancement, including all Intellectual Property Rights related thereto, will be and remain the sole and exclusive property of TNC.
   c) The Association will ensure that any proprietary notices or legends of TNC contained in or on any copies of the Applications, the Services or the Documentation remain in connections with the Applications, the Services or the Documentation or any part thereof.
   d) Under this Agreement, the term "**Intellectual Property Rights**" means any and all patents (including all reissues, divisions, continuations and extensions of such patents), patent applications, trademarks, trademark registrations, service marks, trademark registration applications, tradenames, any other names and slogans embodying business, product or service goodwill or any copyrights, designs, trade secrets, inventions, know-how, processes or other confidential or proprietary information.

6. **Intellectual Property Rights of Association**-The Association hereby grants TNC the unrestricted right, subject to Section 7, to use the Data to the extent necessary in the performance of Manager's obligations under this Agreement. TNC acknowledges and agrees that, during and after the Term, except as contemplated by this Agreement, TNC will have no right, title or interest in, to and under any and all Intellectual Property Rights relating to the Data.

7. **Confidentiality**
   a) Unless directed to do so by the Board, TNC shall not release or distribute the names, addresses, emails phone numbers, or other personal or private information of Association members to third parties without the consent of such members except as required to fulfill its duties as TNC or by law. This requirement does not expire at the contract's expiration or termination. TNC shall treat the information described in this Section 7(a) as Confidential Information (as hereinafter defined).
   b) In connection with this Agreement, each Party may disclose (the "**Disclosing Party**") to the other Party (the "**Recipient**") certain oral and written information and material concerning the Disclosing Party's business, including, but not limited to information regarding the Services, Applications and Documentation disclosed by TNC and information regarding the Data disclosed by the Association, together with any other information disclosed by a Disclosing Party to Recipient and marked as confidential or otherwise reasonably considered confidential (such Information and material of anyParty, together with information pertaining to the economic terms of this Agreement, is referred to in the Agreement as "**Confidential Information**"). Each Party agrees that it will (i) hold the Confidential Information of the Disclosing Party in strict confidence and will use commercially reasonable efforts to safeguard such information, Iii) not disclose Confidential Information to any person or entity other than to Recipient's officers, directors, manager, partners, employees, independent contractors, attorneys,accountants and current or prospective lenders or investors who need such Confidential Information to perform the obligations under this Agreement; provided, however, that Recipient shall cause all such persons to comply with the terms of this Section 7 and the related provisions of Section 4(d) and only use Confidential Information for the purposes contemplated under this Agreement. The obligations contained in this Section 7 shall not apply to information that: (i) is developed by Recipient independent of the Disclosing Party and its Confidential Information, as evidenced by written or electronic

documentation; (ii) has passed into the public domain through no act or omission of Recipient in violation of this Agreement, (iii) is lawfully received by Recipient from a third party that, to Recipient's knowledge after due inquiry, does not breach an obligation of confidentiality relating to such information; or (iv) is required to be disclosed by Recipient pursuant to an applicable regulation (including as a result of filing with the Securities and Exchange Commission) or an order issued by a court of law or any federal, state or municipal regulatory or administrative agency or any other applicable law or legal process. Upon termination or expiration of the Agreement, each Recipient shall, at the Disclosing Party's election, return or destroy any Confidential Information of the Disclosing Party.

8. **Injunctive Relief**-Notwithstanding any other provision of this Agreement, the Parties understand and agree that remedies at law would be inadequate in the case of any breach of the provisions of Sections 2(g), 5, 6, 7 and 9(m), and the Parties agree that each Party will be entitled to equitable relief, including the remedy of specific performance, without posting of bond or other security, with respect to any breach or attempted breach of such provisions.

9. **General**

   a) **Entire Agreement**-These Standard Terms and Conditions, as hereafter amended, along with the Service Level Agreement and the Management Agreement, set forth the entire agreement and understanding between the Parties relating to the subject matter hereof and supersedes all previous agreements between the Parties, whether written or oral, with respect to the subject matter hereof.
   b) **Notices**-All notices pertaining to Section 10(b) "Termination" of the Management Agreement shall be in writing and shall be delivered personally or by overnight courier or mailed by U.S. mail with proof of delivery to the applicable Party as the address provided the other party.
   c) **Force Majeure**-No Party shall be liable for failure of performance under this Agreement (except for failure to pay amounts owing) to the extent such failure is due to war (declared or undeclared), fire, flood, interruption of transportation, embargo, accident, explosion, governmental order, regulations, restrictions, terrorism, rationing or by strike, lockout or any cause beyond the reasonable control of such Party. Any suspension of performance by reason of this provision shall be limited to the period during which such cause of failure exists, and any Party that is not performing hereunder in accordance with this Section 9(c) shall immediately resume its performance hereunderat the time such cause of the failure no longer exists. Any such suspension shall not affect the running of the Term. Notice of any such disability and any abatement shall be promptly delivered to the other Party by the Party claiming the benefit of this Section 9(c).
   d) **Severability**-If any provision contained in this Agreement shall be held to be invalid, illegal or unenforceable under present or future laws effective during the term hereof, then such provisions shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically by the Parties as a part hereof a provision as similar in terms as such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable, and the Parties hereby agree to such provision.
   e) **Waiver**-The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
   f) **Interpretation**-When a reference is made in this Agreement to a Section or Exhibit, such reference shall be to a Section or Exhibit of or to this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation" or words of similar import. "**Business Day**" means any day other than any Saturday, Sunday and any other day on which banks chartered by the U.S. government are authorized to be closed.

g) **Counterparts; Facsimile Signatures**-This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. A photographic, photo-static, facsimile or similar reproduction of a signature of this Agreement by or on behalf of any Party shall be regarded as signed by that Party for the purposes of this Agreement.

h) **Governing Law**-This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for any action by any party to this Agreement against any other partyshall be bought in the county where the subdivision is located.

i) **Dispute Resolution**-Except for any injunctive relief, as provided for in Section 8, which may be pursued without regard to this Section 9(j), any dispute between any TNC Party and any Association Party relating to, arising out of, or in connection in any way with, the transactions contemplated hereby shall attempt to be settled first by mutual agreement, then, by mediation or binding arbitration to be conducted in the local jurisdiction where the Association is located.

j) **Attorney Fees**-In case any action or proceeding is brought under this Agreement, the prevailing party shallbe entitled to recover all costs and expenses, including reasonable attorney fees.

k) **Survival; Limitations Period**-Notwithstanding any other provisions in this Agreement, Sections 6 and 7of the Agreement and Sections 4(d), 5, 6, 7, 8 and 9 of the Standard Terms and Conditions shall survive the termination or expiration of the Term, in whole or in part. **A Party (including any TNC Party and Any Association Party) shall assert any cause of action or other claim (including under Section 6 of the Management Agreement) against a Party relating to, arising out of or in connection with this Agreement within twelve (12) months of the time the person or entity knew or should have known of such claim, otherwise, any right to any such claim will have been forfeited.**

l) **Cumulative Remedies**-Any exercise by a Party hereto of its right under this Agreement shall be cumulative and in addition to any other remedies to which that Party may be entitled.

m) **Status**-TNC shall at all times during the Term be and act as an independent contractor of the Association with respect to its rights and obligations under this Agreement. This Agreement does not, and shall not be deemed to; create a joint venture, partnership or employer-employee relationship between the Association and TNC. The Parties agree that TNC is deemed not to have the duties of a trustee or a fiduciary with respect to the Association, the Owners or the Board, or any of the tasks TNC shall perform for the Association.

HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.

RESIGNATION OF DIRECTOR/OFFICER

The undersigned, being a duly elected, qualified and acting member of the Board of Directors of Harvest Ridge Residential Community, Inc., a Texas non-profit corporation (the "Association"), does hereby resign his/her position as both a member of the Board of Directors of the Association, and as an officer of the Association.

IN WITNESS WHEREOF, this resignation is executed effective as of the 24 day of July, 2023.

Tyler Gatewood, Director & President

HARVEST RIDGE
APPOINTMENT OF DIRECTOR AND OFFICER

Pursuant to *Section 3.03* of that certain Harvest Ridge Master Covenant, recorded under Document No. 2022170416, Official Public Records of Travis County, Texas and under Document No. 202222289, Official Public Records of Bastrop County, Texas (the "**Covenant**") and *Section 4.1* of the Bylaws of Harvest Ridge Residential Community, Inc. (the "**Bylaws**"), **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** (the "**Declarant**"), under the terms and provisions of the Covenant and Bylaws, has the right to appoint and remove members of the Board of Directors of Harvest Ridge Residential Community, Inc., a Texas non-profit corporation (the "**Association**").

Tyler Gatewood, a Director named in the Certificate (as such term is defined in the Covenant) and the President named in the Association's Consent of Directors in Lieu of Organizational Meeting, has resigned as a Director and an Officer of the Association effective July 24, 2023.

Declarant hereby appoints the following individual to the Board of Directors of the Association and as President of the Board of Directors of the Association to replace Tyler Gatewood:

Angelica Andersson

This instrument may be executed by facsimile signature and such signature shall be deemed original.

EXECUTED TO BE EFFECTIVE on the 13th of August, 2023.

DECLARANT:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in
Texas as **BROHN HOMES**

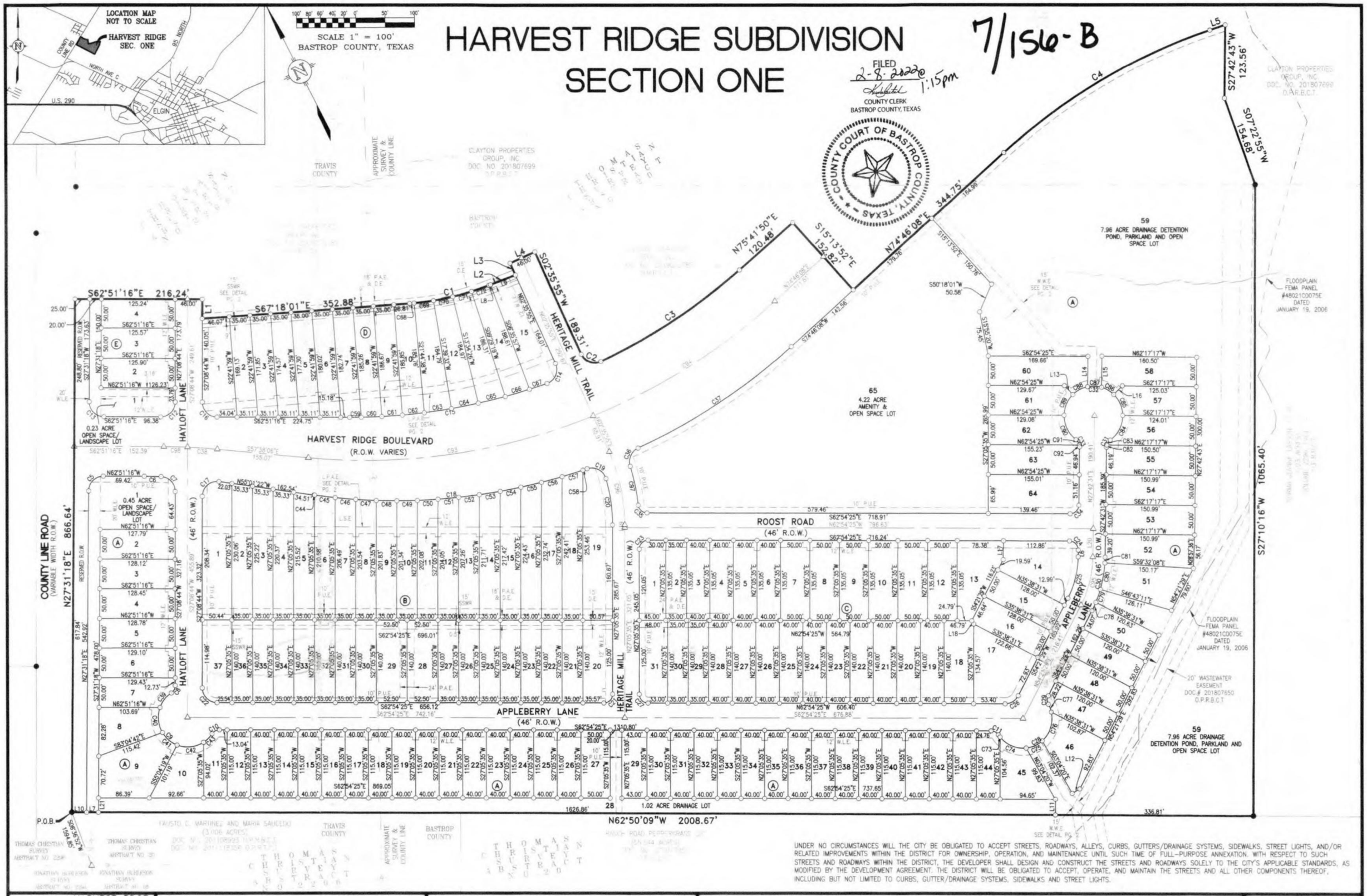
By:_____
Adam B. Boenig, Vice President

HARVEST RIDGE SUBDIVISION
SECTION ONE

7/156-B

FILED
2-8-2022 @ 1:15pm
COUNTY CLERK
BASTROP COUNTY, TEXAS

COUNTY COURT OF BASTROP COUNTY, TEXAS



UNDER NO CIRCUMSTANCES WILL THE CITY BE OBLIGATED TO ACCEPT STREETS, ROADWAYS, ALLEYS, CURBS, GUTTERS/DRAINAGE SYSTEMS, SIDEWALKS, STREET LIGHTS, AND/OR RELATED IMPROVEMENTS WITHIN THE DISTRICT FOR OWNERSHIP, OPERATION, AND MAINTENANCE UNTIL SUCH TIME OF FULL-PURPOSE ANNEXATION. WITH RESPECT TO SUCH STREETS AND ROADWAYS WITHIN THE DISTRICT, THE DEVELOPER SHALL DESIGN AND CONSTRUCT THE STREETS AND ROADWAYS SOLELY TO THE CITY'S APPLICABLE STANDARDS, AS MODIFIED BY THE DEVELOPMENT AGREEMENT. THE DISTRICT WILL BE OBLIGATED TO ACCEPT, OPERATE, AND MAINTAIN THE STREETS AND ALL OTHER COMPONENTS THEREOF, INCLUDING BUT NOT LIMITED TO CURBS, GUTTER/DRAINAGE SYSTEMS, SIDEWALKS AND STREET LIGHTS.

PROJECT:	HARVEST RDGE SECTION ONE
JOB NUMBER:	1063-06
DATE:	JUNE, 2021
SCALE:	1" = 100'
SURVEYOR:	ZAMORA
TECHNICIAN:	SEGURA
DRAWING:	HARVEST RIDGE SEC1.DWG
FIELDNOTES:	
PARTYCHIEF:	
FIELDBOOKS:	

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 10062700
1425 South Loop 4 • Buda, Texas 78610
Telephone: (512) 295-6201 • Fax (512) 295-6091

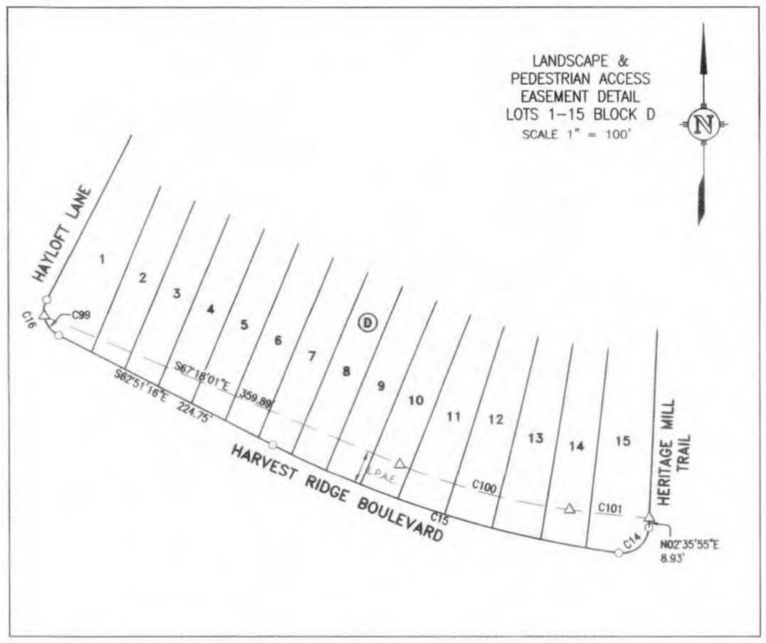
BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

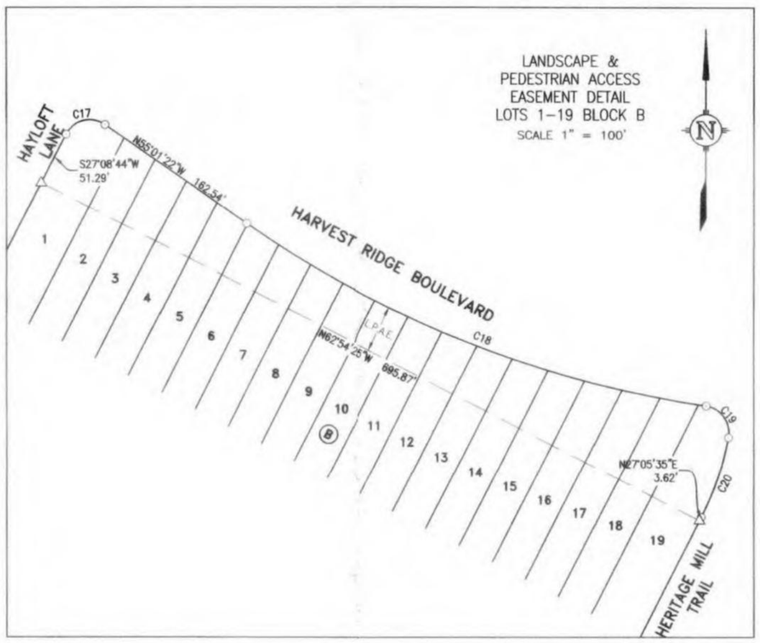
HARVEST
RIDGE SUBDIVISION
SECTION ONE
FINAL PLAT

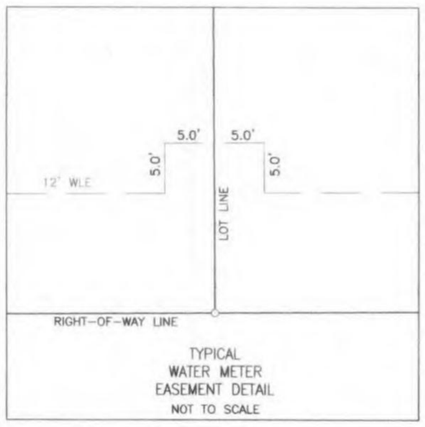
ZWA PLAT No.
1063-06

HARVEST RIDGE SUBDIVISION
SECTION ONE

7/157-A



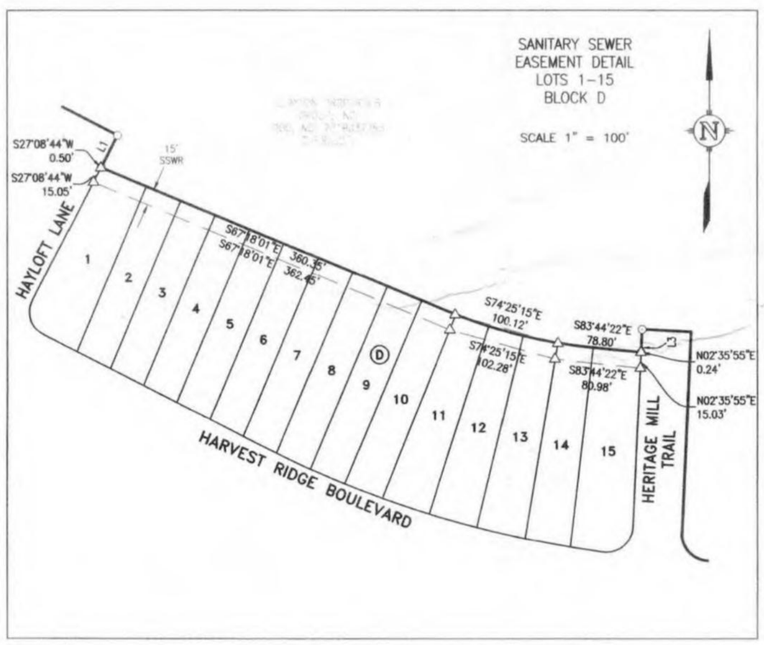


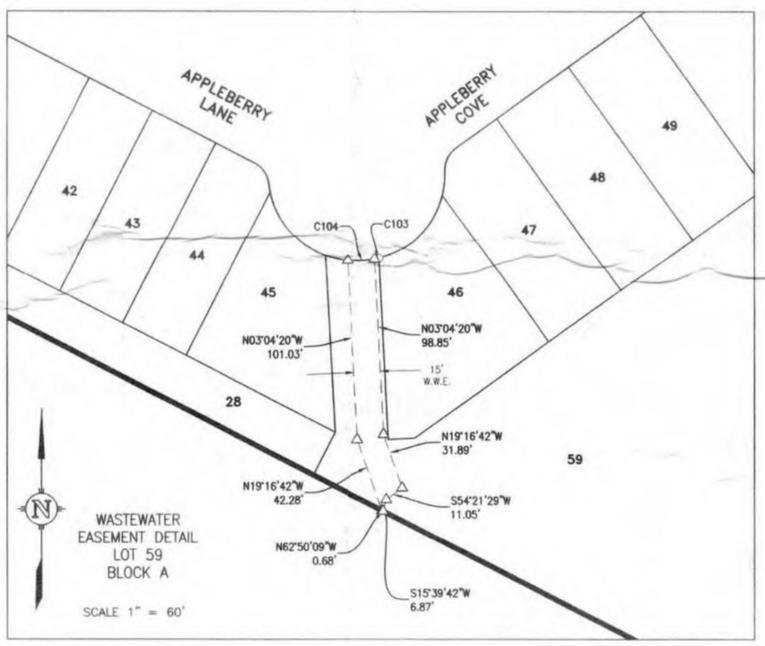


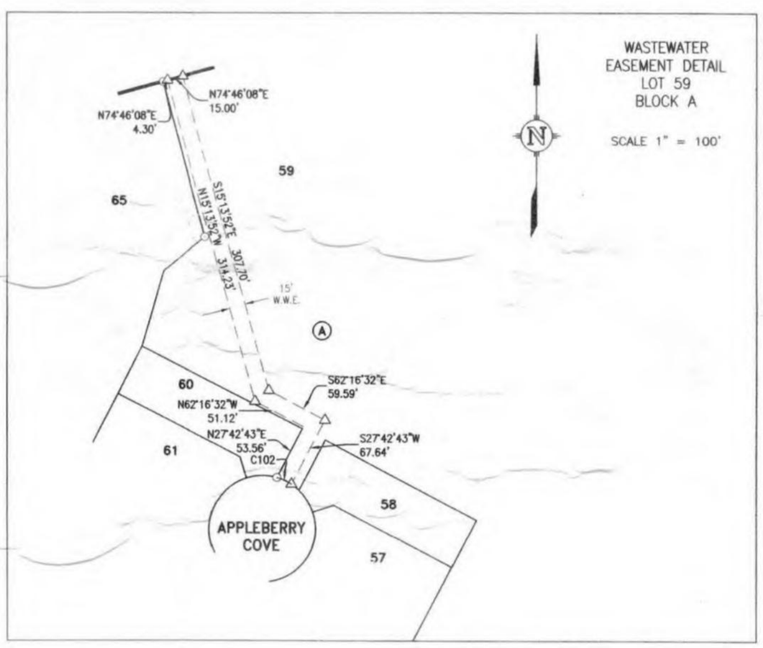
TYPICAL
WATER METER
EASEMENT DETAIL
NOT TO SCALE

FILED
2-8-2022 1:15pm
COUNTY CLERK
BASTROP COUNTY, TEXAS

COUNTY COURT OF BASTROP COUNTY, TEXAS







PROJECT:	HARVEST RDGE SECTION ONE
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DATE:	JUNE, 2021
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TECHNICIAN:	SEGURA
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HARVEST
RIDGE SUBDIVISION
SECTION ONE
FINAL PLAT

SHEET
2
OF
4

ZWA PLAT No.
1063–06

7/151-B

HARVEST RIDGE SUBDIVISION SECTION ONE

CURVE TABLE					
CURVE	LENGTH	DELTA	RADIUS	BEARING	DISTANCE
C1	138.26'	16°59'57"	466.00'	S75°48'00"E	137.75'
C2	39.40'	90°17'52"	25.00'	S42°33'00"E	35.45'
C3	283.50'	16°15'32"	999.05'	N83°49'23"E	282.55'
C4	410.00'	23°29'30"	1000.00'	S86°30'53"W	407.14'
C5	39.20'	89°51'15"	25.00'	S72°13'06"W	35.31'
C6	28.71'	1°43'54"	950.00'	N61°59'19"W	28.71'
C7	38.51'	88°16'06"	25.00'	N16°59'19"W	34.82'
C8	14.76'	56°22'07"	15.00'	N55°19'48"E	14.17'
C9	176.97'	202°47'24"	50.00'	S17°52'50"E	98.03'
C10	14.76'	56°22'07"	15.00'	S88°54'32"W	14.17'
C11	14.76'	56°22'07"	15.00'	N34°43'21"W	14.17'
C12	39.27'	90°00'00"	25.00'	N72°08'44"E	35.36'
C13	39.43'	90°22'32"	25.00'	S17°39'58"E	35.47'
C14	41.44'	94°58'50"	25.00'	N50°05'20"E	36.86'
C15	341.50'	19°33'59"	1000.00'	S72°38'15"E	339.84'
C16	39.27'	90°00'00"	25.00'	S17°51'16"E	35.36'
C17	42.69'	97°49'54"	25.00'	S76°03'41"W	37.69'
C18	469.36'	26°53'33"	1000.00'	N68°28'08"W	465.07'
C19	40.37'	92°30'45"	25.00'	N35°39'33"W	36.12'
C20	79.75'	16°29'46"	277.00'	N18°50'43"E	79.48'
C21	23.56'	90°00'00"	15.00'	N72°05'35"E	21.21'
C22	39.29'	90°03'09"	25.00'	S17°52'50"E	35.37'
C23	23.56'	89°59'59"	15.00'	N72°05'35"E	21.21'
C24	23.72'	90°36'56"	15.00'	S17°35'57"E	21.33'
C25	72.56'	26°38'58"	156.00'	S41°02'00"W	71.91'
C26	27.37'	62°44'06"	25.00'	S85°43'32"W	26.03'
C27	23.56'	90°00'00"	15.00'	N17°54'25"W	21.21'
C28	153.13'	175°28'21"	50.00'	N85°43'32"E	99.92'
C29	14.76'	56°22'07"	15.00'	S26°10'25"W	14.17'
C30	93.95'	26°38'58"	202.00'	N41°02'00"E	93.11'
C31	14.20'	54°13'27"	15.00'	S54°49'14"W	13.67'
C32	251.72'	288°26'54"	50.00'	N62°17'29"W	58.46'
C33	14.20'	54°13'27"	15.00'	N00°35'47"E	13.67'
C34	23.40'	89°23'04"	15.00'	N72°24'03"E	21.10'
C35	21.99'	83°59'34"	15.00'	S20°54'39"E	20.07'
C36	36.45'	83°32'30"	25.00'	S50°55'47"W	33.31'
C37	312.96'	17°55'54"	1000.00'	N83°44'05"E	311.69'
C38	50.60'	2°53'57"	1000.00'	N59°05'04"W	50.59'
C39	32.00'	36°40'17"	50.00'	S65°10'43"W	31.46'
C40	43.98'	50°23'40"	50.00'	S21°38'45"W	42.57'
C41	33.35'	38°13'14"	50.00'	S22°39'42"E	32.74'
C42	47.16'	54°02'27"	50.00'	S68°47'32"E	45.43'
C43	20.48'	23°27'46"	50.00'	N72°27'21"E	20.33'
C44	0.83'	0°02'50"	1000.00'	S55°02'47"E	0.83'
C45	35.25'	2°01'11"	1000.00'	S56°04'48"E	35.25'
C46	35.13'	2°00'45"	1000.00'	S58°05'46"E	35.12'
C47	35.04'	2°00'28"	1000.00'	S60°06'23"E	35.04'
C48	35.01'	2°00'20"	1000.00'	S62°06'47"E	35.00'
C49	35.01'	2°00'21"	1000.00'	S64°07'08"E	35.01'
C50	35.06'	2°00'31"	1000.00'	S66°07'34"E	35.06'
C51	35.15'	2°00'50"	1000.00'	S68°08'14"E	35.15'
C52	35.28'	2°01'18"	1000.00'	S70°09'18"E	35.28'

CURVE TABLE					
CURVE	LENGTH	DELTA	RADIUS	BEARING	DISTANCE
C53	35.47'	2°01'55"	1000.00'	S72°10'55"E	35.46'
C54	35.70'	2°02'43"	1000.00'	S74°13'14"E	35.69'
C55	35.98'	2°03'41"	1000.00'	S76°16'25"E	35.97'
C56	36.31'	2°04'50"	1000.00'	S78°20'41"E	36.31'
C57	36.71'	2°06'11"	1000.00'	S80°26'11"E	36.70'
C58	7.46'	0°25'38"	1000.00'	S81°42'06"E	7.46'
C59	19.91'	1°08'26"	1000.00'	S63°25'29"E	19.91'
C60	35.03'	2°00'25"	1000.00'	S64°59'55"E	35.03'
C61	35.00'	2°00'20"	1000.00'	S67°00'17"E	35.00'
C62	37.70'	2°09'37"	1000.00'	S69°05'15"E	37.70'
C63	46.44'	2°39'39"	1000.00'	S71°29'53"E	46.44'
C64	46.40'	2°39'31"	1000.00'	S74°09'28"E	46.40'
C65	46.47'	2°39'46"	1000.00'	S76°49'07"E	46.47'
C66	43.23'	2°28'38"	1000.00'	S79°23'18"E	43.23'
C67	31.31'	1°47'38"	1000.00'	S81°31'26"E	31.31'
C68	7.77'	0°57'21"	466.00'	S67°46'41"E	7.77'
C69	33.22'	4°05'06"	466.00'	S70°17'55"E	33.22'
C70	33.22'	4°05'06"	466.00'	S74°23'01"E	33.22'
C71	33.22'	4°05'06"	466.00'	S78°28'08"E	33.22'
C72	30.81'	3°47'18"	466.00'	S82°24'20"E	30.81'
C73	4.65'	5°19'31"	50.00'	S09°12'03"E	4.65'
C74	50.16'	57°28'37"	50.00'	N40°36'07"W	48.08'
C75	30.65'	35°07'31"	50.00'	S86°54'10"E	30.17'
C76	53.65'	61°28'32"	50.00'	N44°47'48"E	51.11'
C77	14.02'	16°04'11"	50.00'	N06°01'27"E	13.98'
C78	15.95'	4°31'26"	202.00'	N52°05'46"E	15.95'
C79	23.08'	6°32'43"	202.00'	N46°33'41"E	23.06'
C80	45.19'	12°48'59"	202.00'	N36°52'50"E	45.09'
C81	9.74'	2°45'49"	202.00'	N29°05'25"E	9.74'
C82	3.85'	14°43'27"	15.00'	S35°04'14"W	3.84'
C83	10.34'	39°30'00"	15.00'	S62°10'58"W	10.14'
C84	48.40'	55°27'25"	50.00'	N54°12'15"E	46.53'
C85	39.46'	45°12'50"	50.00'	N03°52'08"E	38.44'
C86	24.33'	27°53'09"	50.00'	N32°40'52"W	24.10'
C87	24.25'	27°47'12"	50.00'	N60°31'02"W	24.01'
C88	28.86'	33°03'58"	50.00'	S89°03'23"W	28.46'
C89	39.07'	44°46'14"	50.00'	S50°08'18"W	38.08'
C90	47.36'	54°16'07"	50.00'	S00°37'07"W	45.61'
C91	11.12'	42°27'44"	15.00'	N05°17'04"W	10.86'
C92	3.08'	11°45'43"	15.00'	N21°49'39"E	3.07'
C93	492.52'	27°15'55"	1035.00'	S71°16'03"E	487.89'
C94	367.26'	20°19'51"	1035.00'	N84°56'04"E	365.34'
C95	84.19'	26°38'58"	181.00'	N41°02'00"E	83.43'
C96	127.40'	24°29'40"	298.00'	N14°50'45"E	126.43'
C97	67.24'	11°55'36"	323.00'	N15°07'20"E	67.11'
C98	40.50'	2°19'14"	1000.00'	N61°41'39"W	40.50'
C99	23.15'	53°03'24"	25.00'	S36°19'34"E	22.33'
C100	165.42'	15°15'44"	621.00'	S74°55'53"E	164.93'
C101	75.38'	3°16'10"	1321.00'	S84°11'50"E	75.37'
C102	15.08'	17°17'09"	50.00'	N65°46'03"W	15.03'
C103	2.54'	2°54'32"	50.00'	N76°59'20"E	2.54'
C104	15.06'	17°15'14"	50.00'	N87°04'13"E	15.00'

Line Table		
LINE	BEARING	DISTANCE
L1	N27°08'44"E	33.74'
L2	N84°17'59"W	48.15'
L3	S02°35'55"W	21.71'
L4	S87°24'05"E	46.00'
L5	S81°44'22"E	27.60'
L6	S27°42'31"W	11.29'
L7	N62°50'09"W	20.00'
L8	S84°17'59"E	2.93'
L9	S84°17'59"E	45.22'
L10	S62°50'09"E	25.00'
L11	N27°09'51"E	27.02'
L12	N86°55'40"E	15.05'
L13	N16°39'27"W	20.70'
L14	N27°42'43"E	51.58'
L15	S27°42'43"W	52.94'
L16	N72°04'52"E	20.76'
L17	N27°42'43"E	31.73'
L18	N03°27'32"W	6.31'
L19	N27°05'35"E	4.63'
L20	N27°42'31"E	47.72'
L21	S27°31'18"W	25.00'

LEGEND:

●	1/2" IRON ROD FOUND WITH CAP
	1/2" IRON ROD SET WITH CAP UNLESS OTHERWISE NOTED
◙	CONCRETE MONUMENT SET
■	CONCRETE MONUMENT FOUND
Ⓢ	BLOCK NUMBER
△	CALCULATED POINT
P.U.E.	PUBLIC UTILITY EASEMENT
W.W.E.	WASTEWATER EASEMENT
L.P.A.E.	LANDSCAPE & PEDESTRIAN ACCESS EASEMENT
D.E.	DRAINAGE EASEMENT
W.L.E.	AQUA WATERLINE EASEMENT
P.A.E.	PUBLIC ACCESS EASEMENT
SSWR	SANITARY SEWER EASEMENT
O.P.R.B.C.T.	OFFICIAL PUBLIC RECORDS BASTROP COUNTY TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS
( )	RECORD INFORMATION
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
℄	COUNTY LINE
Ⓢ	SURVEY LINE
—/\—	BREAK LINE

STREET NAME	LINEAR FEET
HARVEST RIDGE BOULEVARD	1370 L.F.
HAYLOFT LANE	706 L.F.
APPLEBERRY LANE	1958 L.F.
HERITAGE MILL TRAIL	812 L.F.
ROOST ROAD	797 L.F.

DESCRIPTION OF A 44.328 ACRE TRACT OF LAND, SITUATED IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 2296, IN TRAVIS COUNTY, TEXAS AND THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 20, IN BASTROP COUNTY, TEXAS BEING THAT SAME CALLED FOR TRACT OF LAND AS CONVEYED TO CLAYTON PROPERTIES GROUP, INC., OF RECORD IN IN DOCUMENT NUMBERS 201807699 AND 201903261 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND DOCUMENT NUMBER 2019032785 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 44.448 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE SAID CLAYTON PROPERTIES GROUP, INC., OF SAID DOCUMENT NUMBER 2019032785, BEING ALSO THE NORTHWEST CORNER OF THAT CERTAIN 3.006 ACRE TRACT OF LAND CONVEYED TO FAUSTO C. MARTINEZ AND MARIA SAUCEDO OF RECORD IN DOCUMENT NUMBER 201108993 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS AND BEING ON THE EAST LINE OF COUNTY LINE ROAD A VARIABLE WIDTH RIGHT-OF-WAY, FROM WHICH THE SURVEY CORNER, A CALCULATED POINT, BEING THE SOUTHEAST CORNER OF THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 2296, THE SOUTHWEST CORNER OF THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 20, THE NORTHEAST CORNER OF THE JONATHAN BURLESON SURVEY, ABSTRACT NO. 2294, AND THE NORTHWEST CORNER OF THE JONATHAN BURLESON SURVEY, ABSTRACT NO. 18, BEARS S 06°36'52"W 1594.85 FEET;

THENCE, N 27°31'18"E, WITH THE EAST LINE OF SAID COUNTY LINE ROAD AND THE WEST LINE OF THE HEREIN DESCRIBED TRACT 866.64 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET AND THE POINT OF BEGINNING, BEING ALSO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID CLAYTON TRACT AND BEING THE EAST LINE OF THE HEREIN DESCRIBED TRACT THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES:

1. S 62°51'16"E, FOR A DISTANCE OF 216.24 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
2. S 27°08'44"W, FOR A DISTANCE OF 33.74 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
3. S 67°18'01"E, FOR A DISTANCE OF 352.88 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
4. ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 466.00 FEET, A CENTRAL ANGLE OF 16°59'57", AN ARC LENGTH OF 138.26 FEET, A LONG CHORD WHICH BEARS, S 75°48'00"E, FOR A CHORD DISTANCE OF 137.75 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
5. S 84°17'59"E, FOR A DISTANCE OF 48.15 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
6. N 02°35'55"E, FOR A DISTANCE OF 21.71 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
7. S 87°24'05"E, FOR A DISTANCE OF 46.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
8. S 02°35'55"W, FOR A DISTANCE OF 189.31 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
9. ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°17'52", AN ARC LENGTH OF 39.40 FEET, A LONG CHORD WHICH BEARS, S 42°33'00"E, FOR A CHORD DISTANCE OF 35.45 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
10. ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 999.05 FEET, A CENTRAL ANGLE OF 16°15'32", AN ARC LENGTH OF 283.50 FEET, A LONG CHORD WHICH BEARS, N 83°49'23"E, FOR A CHORD DISTANCE OF 282.55 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
11. N 75°41'50" E, FOR A DISTANCE OF 120.48 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
12. S 15°13'52" E, FOR A DISTANCE OF 152.82 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
13. N 74°46'08"E, FOR A DISTANCE OF 344.75 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
14. ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 23°29'30", AN ARC LENGTH OF 410.00 FEET, A LONG CHORD WHICH BEARS, N 86°30'53"E, FOR A CHORD DISTANCE OF 407.14 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
15. S 81°44'22"E, FOR A DISTANCE OF 27.60 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
16. S 27°42'43"W, FOR A DISTANCE OF 123.56 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET, AND
17. S 07°22'55"W, FOR A DISTANCE OF 154.68 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID DOCUMENT NUMBER 201903261, BEING ALSO THE NORTHWEST CORNER OF THAT CERTAIN 103 ACRE TRACT OF LAND CONVEYED TO NORMA JEANNE LARSON, ET AL. OF RECORD IN VOLUME 2296, PAGE 347 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS,

THENCE, S 27°10'16"W, CONTINUING ALONG THE WEST LINE OF SAID LARSON TRACT AND THE EAST LINE OF HEREIN DESCRIBED TRACT FOR A DISTANCE OF 1065.40 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID LARSON TRACT, BEING ALSO IN THE NORTH LINE OF THAT CERTAIN 55.544 ACRE TRACT OF LAND DESCRIBED IN A DEED TO RANCH ROAD PEPPERGRASS, LLC. OF RECORD IN DOCUMENT NUMBER 201917952 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 62°50'09"W, WITH THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 2008.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 44.328 ACRES OF LAND.

FILED
2-8-2022 @ 1:15
COUNTY CLERK
BASTROP COUNTY, TEXAS

COUNTY COURT OF BASTROP COUNTY, TEXAS

HARVEST RIDGE SUBDIVISION SECTION ONE

OWNER:	CLAYTON PROPERTIES GROUP, INC., DBA "BROHN HOMES" 6720 VAUGHT RANCH ROAD, SUITE 200 AUSTIN, TEXAS 78730
ACREAGE:	44.328 ACRES
SURVEY:	THOMAS CHRISTIAN SURVEY ABSTRACT NO. 2296 THOMAS CHRISTIAN SURVEY ABSTRACT NO. 20
NUMBER OF BLOCKS:	5 BLOCKS
NUMBER OF LOTS:	147 RESIDENTIAL LOTS 1 AMENITY & OPEN SPACE LOT, 1 DRAINAGE LOT, 1 DRAINAGE DETENTION POND, PARKLAND AND OPEN SPACE LOT, AND 2 OPEN SPACE/LANDSCAPE LOTS
LF OF NEW STREETS:	5,643 LINEAR FEET
DATE:	JUNE, 2021
SURVEYOR:	ZAMORA, L.L.C. 1425 S. LOOP 4 BUDA, TEXAS 78610
ENGINEER:	BGE, INC. 101 W. LOUIS HENNA BLVD., SUITE 400 AUSTIN, TEXAS 78728

PROJECT:	HARVEST RDGE SECTION ONE
JOB NUMBER:	1063-06
DATE:	JUNE, 2021
SCALE:	1" = 100'
SURVEYOR:	ZAMORA
TECHNICIAN:	SEGURA
DRAWING:	HARVEST RIDGE SEC1.DWG
FIELDNOTES:	
PARTYCHIEF:	
FIELDBOOKS:	

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 10062700
1425 South Loop 4 • Buda, Texas 78610
Telephone: (512) 295-6201 • Fax (512) 295-6091

BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

HARVEST
RIDGE SUBDIVISION
SECTION ONE
FINAL PLAT

7/158-A

HARVEST RIDGE SUBDIVISION SECTION ONE

STATE OF TEXAS:
COUNTY OF TRAVIS:

KNOW ALL MEN BY THESE PRESENTS: THAT, CLAYTON PROPERTIES GROUP, INC., DBA "BROHN HOMES", BEING OWNER OF THAT CERTAIN 44.439 ACRES OF LAND OUT OF THE THOMAS CHRISTIAN SURVEY ABSTRACT NO. 2296 AND THE THOMAS CHRISTIAN SURVEY ABSTRACT NO. 20, SITUATED IN BASTROP COUNTY, TEXAS AND TRAVIS COUNTY TEXAS, AS CONVEYED TO CLAYTON PROPERTIES GROUP, INC., BY DEED RECORDED IN DOCUMENT NUMBERS 201807699 AND 201903261 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS AND DOCUMENT NUMBER 2019032785 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS, DO HEREBY SUBDIVIDE SAID 44.439 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS:

HARVEST RIDGE SUBDIVISION SECTION ONE

AND DOES HEREBY DEDICATE TO THE PUBLIC, THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE 4 DAY OF January, 2022 A.D.

ADAM BOENIG, VICE PRESIDENT
CLAYTON PROPERTIES GROUP, INC.,
DBA "BROHN HOMES"
6720 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TEXAS 78730

STATE OF TEXAS:
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ADAM BOENIG, VICE PRESIDENT OF CLAYTON PROPERTIES GROUP, INC., DBA "BROHN HOMES" KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 4 DAY OF January, 2022 A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF ELGIN, TEXAS, ON THIS THE 22 DAY OF NOVEMBER, 2021 A.D.

Lt. 1P
CHAIRPERSON Antonio A. Prete

David Harrell
DAVID HARRELL
SECRETARY

STATE OF TEXAS:
COUNTY OF BASTROP:

I, ~~ROSE PIETSCH~~ Krista Bartsch, CLERK OF BASTROP COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 8th DAY OF February, 2022 A.D. AT 1:15 O'CLOCK P.M., AND DULY RECORDED ON THE 8th DAY OF February, 2022 A.D., AT 1:15 O'CLOCK P.M., IN THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, IN DOCUMENT NUMBER 7/156-B ; 158-A

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE 8th DAY OF February, 2022 A.D.

Krista Bartsch
~~ROSE PIETSCH~~, COUNTY CLERK, BASTROP COUNTY, TEXAS
BY: Olivia Hanna DEPUTY

FILED
2-8-2022e 1:15pm
COUNTY CLERK
BASTROP COUNTY, TEXAS

FILED FOR RECORD AT 1:15 O'CLOCK P.M., THIS THE 8th DAY OF February, 2022 A.D.
Krista Bartsch, COUNTY CLERK, BASTROP COUNTY, TEXAS
BY: Olivia Hanna DEPUTY

COUNTY COURT OF BASTROP COUNTY, TEXAS

GENERAL NOTES

1. FINAL PLAT IS IN GENERAL CONFORMANCE WITH THE PRELIMINARY PLAT.
2. ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER. APPROVAL OF THIS PLAT BY THE CITY OF ELGIN DOES NOT REMOVE THESE RESPONSIBILITIES.
3. NO PORTION OF THIS SUBDIVISION IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR CONTRIBUTING ZONE.
4. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN'S CORPORATE CITY LIMITS, ONLY FOR THE LIMITED PURPOSE SET FORTH IN CITY OF ELGIN ORDINANCE NO. 2021-05-18-13, WITHIN BASTROP COUNTY AND TRAVIS COUNTY.
5. THIS PROJECT IS LOCATED IN THE LOWER COLORADO-CUMMINS WATERSHED WHICH IS CLASSIFIED AS A SUBURBAN WATER SUPPLY WATERSHED.
6. THIS SUBDIVISION LIES WITHIN THE ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 500 YEAR FLOOD PLAIN) OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48453C0510H, EFFECTIVE DATE SEPTEMBER 26, 2008 AND IN ZONE "A" (AREAS SUBJECT TO INUNDATION BY THE 1-PERCENT-ANNUAL-CHANCE FLOOD EVENT) OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48021C0075E, EFFECTIVE DATE JANUARY 19, 2006.
7. THIS SUBDIVISION IS IN AND SERVED BY AQUA WATER SUPPLY CORPORATION CCN FOR WATER SERVICE.
8. THE SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN'S WASTEWATER CCN. ALTESSA MUD WILL PROVIDE RETAIL WASTEWATER SERVICE TO THE SUBDIVISION PURSUANT TO A WASTEWATER SERVICE AGREEMENT WITH THE CITY OF ELGIN APPROVED IN CITY OF ELGIN RESOLUTION NO. 2020-12-15-60.
9. NO DWELLING STRUCTURE MAY BE OCCUPIED UNTIL SUCH TIME AS WATER AND WASTEWATER CONNECTIONS ARE FULLY OPERATIONAL.
10. PUBLIC UTILITY EASEMENTS ARE TO BE USED FOR UTILITY SERVICE, INCLUDING TELECOMMUNICATION, GAS, AND ELECTRICITY PROVIDED TO LOTS WITHIN THIS SUBDIVISION AND THE OVERALL HARVEST RIDGE DEVELOPMENT ONLY. PUE'S ARE NOT ALLOWED FOR PASS-THRU OR PRIMARY MAINS SERVICING OUTSIDE DEVELOPMENT, UNLESS AGREED UPON IN WRITING WITH THE DEVELOPER/OWNER (CLAYTON PROPERTIES GROUP, INC.).
11. ALL ELECTRICAL, TELEPHONE, CABLE TELEVISION, GAS, AND SIMILAR UTILITY SERVICE LINES SHALL BE PLACED UNDERGROUND, SUCH LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE REGULATIONS AND REQUIREMENTS ESTABLISHED BY EACH UTILITY OR SERVICE COMPANY, AS APPLICABLE, AND CITY ORDINANCE.
12. NO FENCING SHALL BE PLACED IN THE AQUA EASEMENT ALONG HARVEST RIDGE BOULEVARD AND SHALL NOT RESTRICT ACCESS TO AQUA WATER METERS.
13. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, GRASS, LANDSCAPING, AND DRIVEWAY OR SIDEWALK PAVING. AQUA WATER SUPPLY CORPORATION SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING, OR RECONSTRUCTING ANY UTILITIES.
14. LOTS 28 AND 59, BLOCK A WILL BE CONVEYED TO ALTESSA MUD AND SHALL BE MAINTAINED BY ALTESSA MUD OR A HOMEOWNERS ASSOCIATION.

APPROVED BY:

AQUA WATER SUPPLY CORPORATION 1/5/2022 DATE

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 5th DAY OF January, 2022 BY CLIFF KESSLER, PRESIDENT OF THE BOARD OF DIRECTORS OF AQUA WATER SUPPLY CORPORATION, A TEXAS NONPROFIT CORPORATION, ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC, STATE OF TEXAS

PATRICIA HERNANDEZ
Notary Public State of Texas
Notary ID# 1209729-6
My Commission Expires
SEPTEMBER 8, 2024

STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP AND TRAVIS:

I, J. ADAM BERRY, P.E., DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF ELGIN, TEXAS.

ENGINEERING BY: DATE: 12/14/21
J. ADAM BERRY, P.E. NO. 120743
BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

STATE OF TEXAS
J. ADAM BERRY
120743
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP AND TRAVIS:

THAT I, G. RENE ZAMORA, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF ELGIN, TEXAS.

SURVEYED BY: DATE: 12/10/21
G. RENE ZAMORA
ZAMORA, LLC
1425 LOOP 4 SOUTH
BUDA, TX 78610

STATE OF TEXAS
REGISTERED
G. RENE ZAMORA
5682
PROFESSIONAL
LAND SURVEYOR

PROJECT:	HARVEST RDGE SECTION ONE
JOB NUMBER:	1063-06
DATE:	JUNE, 2021
SCALE:	1" = 100'
SURVEYOR:	ZAMORA
TECHNICIAN:	SEGURA
DRAWING:	HARVEST RIDGE SEC1.DWG
FIELDNOTES:	
PARTYCHIEF:	
FIELDBOOKS:	

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 10062700
1425 South Loop 4 • Buda, Texas 78610
Telephone: (512) 295-6201 • Fax (512) 295-6091

BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

HARVEST RIDGE SUBDIVISION SECTION ONE FINAL PLAT

SHEET 4 OF 4

ZWA PLAT No. 1063-06

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS

KRISTA BARTSCH, County Clerk
Bastrop Texas
July 18, 2023 04:40:57 PM
FEE: $26.00
MISCELLANEOUS

202310694

SCRIVENER'S ERROR DOCUMENT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS AND
COUNTY OF BASTROP §

WHEREAS a plat of a subdivision, titled AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE, was prepared by ZAMORA, LLC, under my supervision and subsequently filed for record in Document No. 202200242, of the Official Public Records of Travis County, Texas, and filed for record in Cabinet 7, Page 206-A, of the Official Records of Bastrop County, Texas;

WHEREAS a scriveners error has been discovered in the recording information for a 20' Wastewater Easement and 50' Temporary Construction Easement as noted on the plat along the east boundary of said subdivision;

AND WHEREAS the undersigned now desires to correct the said platting error and to correct the recording information, to-wit:

The recording information for said Wastewater Line and Temporary Construction Easement is hereby amended from Doc # 201807650 (incorrect) to **Doc # 201807659 (correct);**

NOW, THEREFORE, the undersigned by the submission and recording of this document does hereby correct the above described inconsistencies.

EXECUTED this the 18TH day of July, 2023.

STATE OF TEXAS REGISTERED G. RENE ZAMORA 5682 PROFESSIONAL LAND SURVEYOR

G. RENE ZAMORA, R.P.L.S
Registered Professional Land Surveyor No. 5682
State of Texas
Zamora, LLC
1425 South Loop 4
Buda, Texas 78610

STATE OF TEXAS §

COUNTY OF HAYS §

MONTIE K. DEAVER
My Notary ID # 123987187
Expires September 26, 2025

Before me the undersigned authority on this day personally appeared G. Rene Zamora, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration herein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of July, 2023.

NOTARY PUBLIC, STATE OF TEXAS

5 pgs 202200046

PLAT DOCUMENT # _____

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: HARVEST RIDGE SUBDIVISION SECTION ONE

OWNERS NAME: CLAYTON PROPERTIES GROUP, INC., DBA "BROHN HOMES"

ADDITIONAL RESTRICTIONS / COMMENTS:

CERTIFICATEs - 2022035539, 2022035540

RETURN:

EMAIL COPY TO: DHARREL@CI.ELGIN.TX.US

PLAT FILE STAMP

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rebecca Guerrero, County Clerk
Travis County, Texas

202200046

Feb 25, 2022 11:48 AM
Fee: $156.00 ANDERSOND

2-25-22 $156.00 202200046

TRAVIS COUNTY
CONSUMER PROTECTION NOTICE
FOR HOMEBUYERS

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY THE SUBDIVIDER, OR THEIR REPRESENTATIVES.

PROJECT:	HARVEST RDGE SECTION ONE
JOB NUMBER:	1063-06
DATE:	JUNE, 2021
SCALE:	1" = 100'
SURVEYOR:	ZAMORA
TECHNICIAN:	SEGURA
DRAWING:	HARVEST RIDGE SEC1.DWG
FIELDNOTES:	
PARTYCHIEF:	
FIELDBOOKS:	

ZWA
Zamora, L.L.C.
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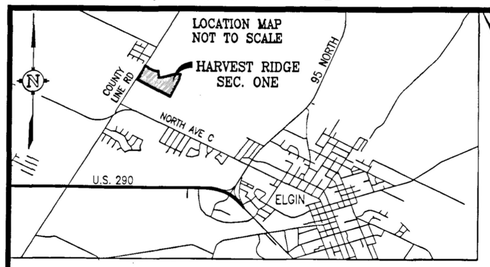
TEL: 512-879-0400 www.bgeinc.com

HARVEST
RIDGE SUBDIVISION
SECTION ONE
FINAL PLAT

2-25-22 $156.00 2022 00046

LOCATION MAP
NOT TO SCALE



SCALE 1" = 100'
BASTROP COUNTY, TEXAS

HARVEST RIDGE SUBDIVISION
SECTION ONE

TRAVIS COUNTY | APPROXIMATE SURVEY & COUNTY LINE | BASTROP COUNTY

THOMAS CHRISTIAN SURVEY ABSTRACT NO. 22

CLAYTON PROPERTIES GROUP, INC. DOC. NO. 2018057669 O.P.R.B.C.T.

CLAYTON PROPERTIES GROUP, INC. DOC. NO. 201805766 O.P.R.B.C.T.

CLAYTON PROPERTIES GROUP, INC. DOC. NO. 201805766 O.P.R.B.C.T.

CLAYTON PROPERTIES GROUP, INC. DOC. NO. 2018057669 O.P.R.B.C.T.

THOMAS CHRISTIAN SURVEY ABSTRACT NO. 20

S62°51'16"E 216.24'
S67°18'01"E 352.88'
S02°35'55"W 189.31'
N75°41'50"E 120.48'
S15°13'52"E 152.82'
N74°46'08"E 344.75'
S27°42'43"W 123.56'
S07°22'55"W 154.68'
S27°10'16"W 1065.40'
N62°50'09"W 2008.67'
S06°35'52"W 159.85'
N27°31'18"E 866.64'

HERITAGE MILL TRAIL
HAYLOFT LANE
HARVEST RIDGE BOULEVARD (R.O.W. VARIES)
ROOST ROAD (46' R.O.W.)
APPLEBERRY LANE (46' R.O.W.)
COUNTY LINE ROAD (VARIABLE WIDTH R.O.W.)
RESERVE ROAD
HERITAGE MILL TRAIL
APPLEBERRY LANE

0.23 ACRE OPEN SPACE/ LANDSCAPE LOT
0.45 ACRE OPEN SPACE/ LANDSCAPE LOT
1.02 ACRE DRAINAGE LOT
4.22 ACRE AMENITY & OPEN SPACE LOT
7.96 ACRE DRAINAGE DETENTION POND, PARKLAND AND OPEN SPACE LOT

FLOODPLAIN FEMA PANEL #48021C0075E DATED JANUARY 19, 2006

20' WASTEWATER EASEMENT DOC.# 201807650 O.P.R.B.C.T.

FAUSTO G. MARTINEZ AND MARIA SAUCEDO (3.000 ACRES) DOC. NO. 20126993 O.P.R.B.C.T. DOC. NO. 2011 18356 O.P.R.B.C.T.

PARVIN PEARL BERRY-SPASS LLC (66.644 ACRES) DOC. NO. 2019 [illegible] O.P.R.B.C.T.

THOMAS CHRISTIAN SURVEY ABSTRACT NO. 2296

JONATHAN BURLESON SURVEY ABSTRACT NO. 2291

JONATHAN BURLESON SURVEY ABSTRACT NO. 18

THOMAS CHRISTIAN SURVEY ABSTRACT NO. 2296

THOMAS CHRISTIAN SURVEY ABSTRACT NO. 20

UNDER NO CIRCUMSTANCES WILL THE CITY BE OBLIGATED TO ACCEPT STREETS, ROADWAYS, ALLEYS, CURBS, GUTTERS/DRAINAGE SYSTEMS, SIDEWALKS, STREET LIGHTS, AND/OR RELATED IMPROVEMENTS WITHIN THE DISTRICT FOR OWNERSHIP, OPERATION, AND MAINTENANCE UNTIL SUCH TIME OF FULL-PURPOSE ANNEXATION. WITH RESPECT TO SUCH STREETS AND ROADWAYS WITHIN THE DISTRICT, THE DEVELOPER SHALL DESIGN AND CONSTRUCT THE STREETS AND ROADWAYS SOLELY TO THE CITY'S APPLICABLE STANDARDS, AS MODIFIED BY THE DEVELOPMENT AGREEMENT. THE DISTRICT WILL BE OBLIGATED TO ACCEPT, OPERATE, AND MAINTAIN THE STREETS AND ALL OTHER COMPONENTS THEREOF, INCLUDING BUT NOT LIMITED TO CURBS, GUTTER/DRAINAGE SYSTEMS, SIDEWALKS AND STREET LIGHTS.

PROJECT:	HARVEST RDGE SECTION ONE
JOB NUMBER:	1063-06
DATE:	JUNE, 2021
SCALE:	1" = 100'
SURVEYOR:	ZAMORA
TECHNICIAN:	SEGURA
DRAWING:	HARVEST RIDGE SEC1.DWG
FIELDNOTES:	
PARTYCHIEF:	
FIELDBOOKS:	

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 10062700
1425 South Loop 4 • Buda, Texas 78610
Telephone: (512) 295-6201 • Fax (512) 295-6091

BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

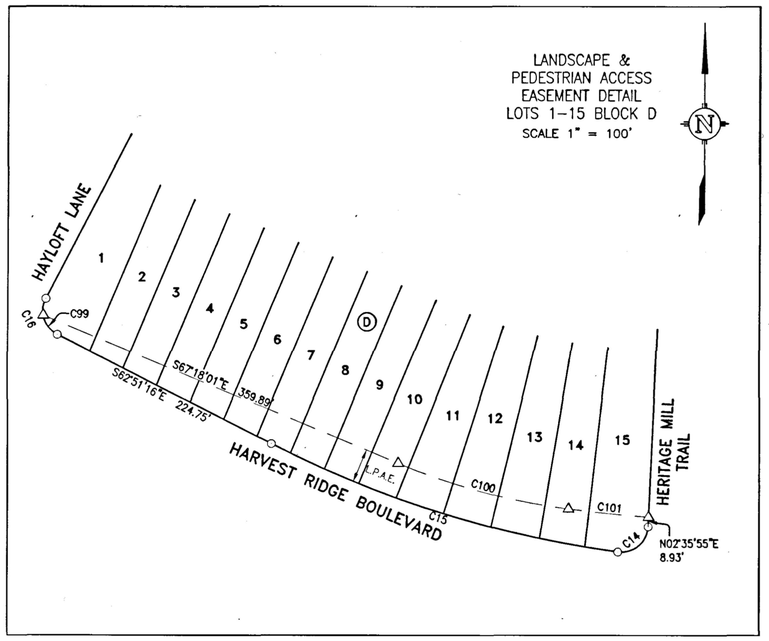
HARVEST RIDGE SUBDIVISION SECTION ONE FINAL PLAT

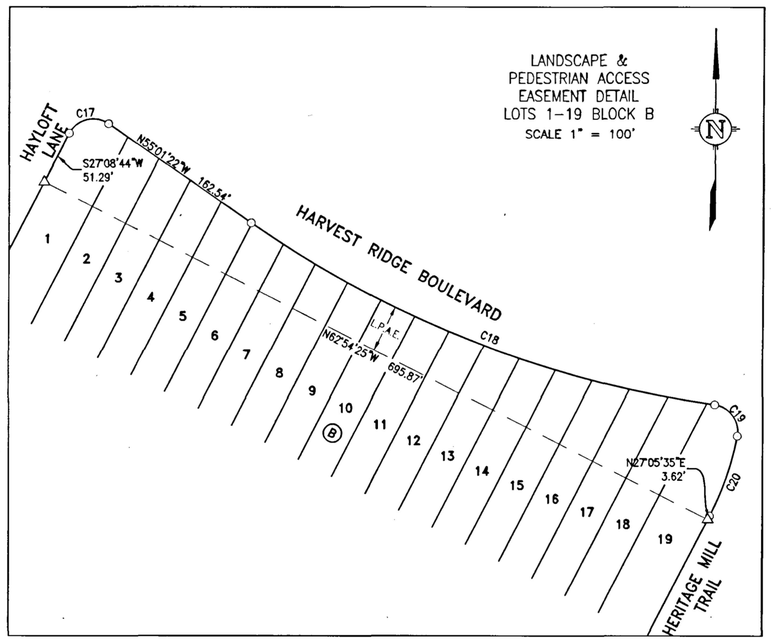
SHEET 2 OF 5

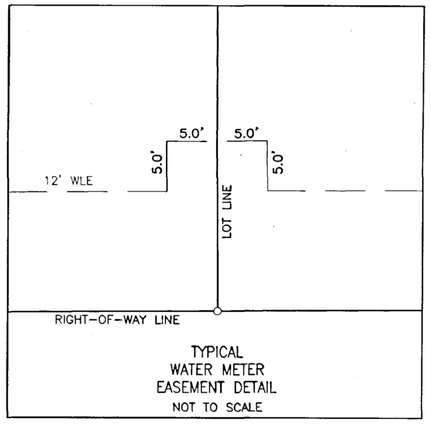
ZWA PLAT No. 1063-06

2-25-22 $156.00 2022000046

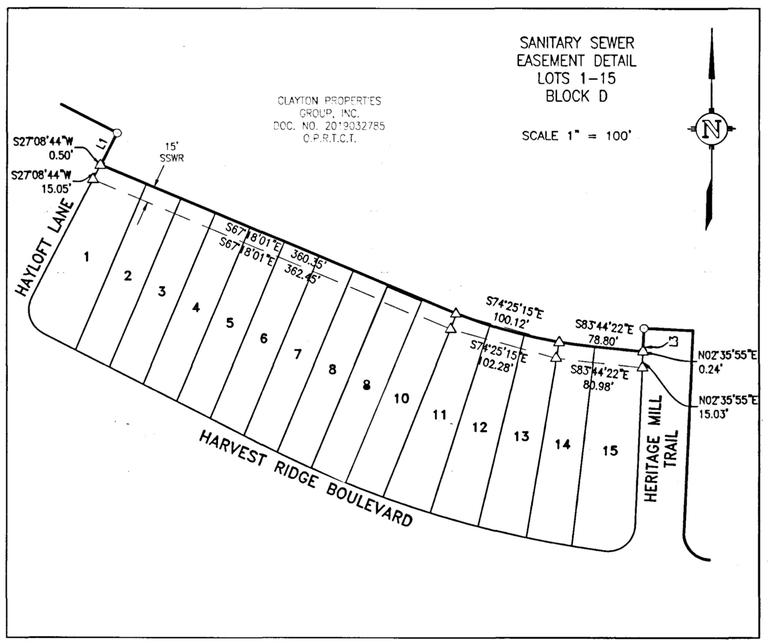
HARVEST RIDGE SUBDIVISION
SECTION ONE

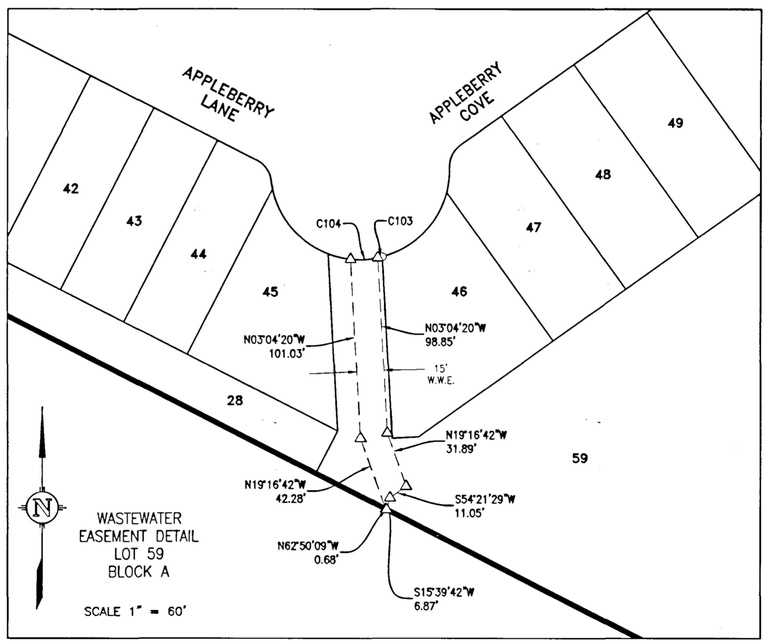




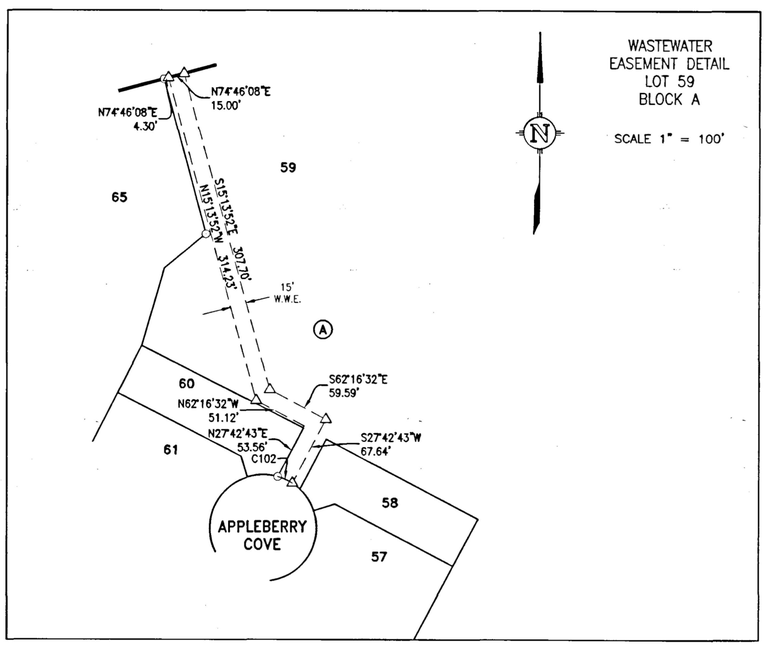


TYPICAL
WATER METER
EASEMENT DETAIL
NOT TO SCALE





WASTEWATER
EASEMENT DETAIL
LOT 59
BLOCK A
SCALE 1" = 60'



PROJECT:	HARVEST RDGE SECTION ONE
JOB NUMBER:	1063-06
DATE:	JUNE, 2021
SCALE:	1" = 100'
SURVEYOR:	ZAMORA
TECHNICIAN:	SEGURA
DRAWING:	HARVEST RIDGE SEC1.DWG
FIELDNOTES:	
PARTYCHIEF:	
FIELDBOOKS:	

ZWA

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HARVEST RIDGE SUBDIVISION SECTION ONE FINAL PLAT

SHEET 3 OF 5

ZWA PLAT No. 1063-06

2-25-22 $156.00 202200046

CURVE TABLE					
CURVE	LENGTH	DELTA	RADIUS	BEARING	DISTANCE
C1	138.26'	16°59'57"	466.00'	S75°48'00"E	137.75'
C2	39.40'	90°17'52"	25.00'	S42°33'00"E	35.45'
C3	283.50'	16°15'32"	999.05'	N83°49'23"E	282.55'
C4	410.00'	23°29'30"	1000.00'	S86°30'53"W	407.14'
C5	39.20'	89°51'15"	25.00'	S72°13'06"W	35.31'
C6	28.71'	1°43'54"	950.00'	N61°59'19"W	28.71'
C7	38.51'	88°16'06"	25.00'	N16°59'19"W	34.82'
C8	14.76'	56°22'07"	15.00'	N55°19'48"E	14.17'
C9	176.97'	202°47'24"	50.00'	S17°52'50"E	98.03'
C10	14.76'	56°22'07"	15.00'	S88°54'32"W	14.17'
C11	14.76'	56°22'07"	15.00'	N34°43'21"W	14.17'
C12	39.27'	90°00'00"	25.00'	N72°08'44"E	35.36'
C13	39.43'	90°22'32"	25.00'	S17°39'58"E	35.47'
C14	41.44'	94°58'50"	25.00'	N50°05'20"E	36.86'
C15	341.50'	19°33'59"	1000.00'	S72°38'15"E	339.84'
C16	39.27'	90°00'00"	25.00'	S17°51'16"E	35.36'
C17	42.69'	97°49'54"	25.00'	S76°03'41"W	37.69'
C18	469.36'	26°53'33"	1000.00'	N68°28'08"W	465.07'
C19	40.37'	92°30'45"	25.00'	N35°39'33"W	36.12'
C20	79.75'	16°29'46"	277.00'	N18°50'43"E	79.48'
C21	23.56'	90°00'00"	15.00'	N72°05'35"E	21.21'
C22	39.29'	90°03'09"	25.00'	S17°52'50"E	35.37'
C23	23.56'	89°59'59"	15.00'	N72°05'35"E	21.21'
C24	23.72'	90°36'56"	15.00'	S17°35'57"E	21.33'
C25	72.56'	26°38'58"	156.00'	S41°02'00"W	71.91'
C26	27.37'	62°44'06"	25.00'	S85°43'32"W	26.03'
C27	23.56'	90°00'00"	15.00'	N17°54'25"W	21.21'
C26	153.13'	175°28'21"	50.00'	N85°43'32"E	99.92'
C29	14.76'	56°22'07"	15.00'	S26°10'25"W	14.17'
C30	93.95'	26°38'58"	202.00'	N41°02'00"E	93.11'
C31	14.20'	54°13'27"	15.00'	S54°49'14"W	13.67'
C32	251.72'	288°26'54"	50.00'	N62°17'29"W	58.46'
C33	14.20'	54°13'27"	15.00'	N00°35'47"E	13.67'
C34	23.40'	89°23'04"	15.00'	N72°24'03"E	21.10'
C35	21.99'	83°59'34"	15.00'	S20°54'39"E	20.07'
C36	36.45'	83°32'30"	25.00'	S50°55'47"W	33.31'
C37	312.96'	17°55'54"	1000.00'	N83°44'05"E	311.69'
C38	50.60'	2°53'57"	1000.00'	N59°05'04"W	50.59'
C39	32.00'	36°40'17"	50.00'	S65°10'43"W	31.46'
C40	43.98'	50°23'40"	50.00'	S21°38'45"W	42.57'
C41	33.35'	38°13'14"	50.00'	S22°39'42"E	32.74'
C42	47.16'	54°02'27"	50.00'	S68°47'32"E	45.43'
C43	20.48'	23°27'46"	50.00'	N72°27'21"E	20.33'
C44	0.83'	0°02'50"	1000.00'	S55°02'47"E	0.83'
C43	35.25'	2°01'11"	1000.00'	S56°04'48"E	35.25'
C46	35.13'	2°00'45"	1000.00'	S58°05'46"E	35.12'
C47	35.04'	2°00'28"	1000.00'	S60°06'23"E	35.04'
C48	35.01'	2°00'23"	1000.00'	S62°06'47"E	35.00'
C49	35.01'	2°00'21"	1000.00'	S64°07'08"E	35.01'
C50	35.06'	2°00'31"	1000.00'	S66°07'34"E	35.06'
C51	35.15'	2°00'50"	1000.00'	S68°08'14"E	35.15'
C52	35.28'	2°01'18"	1000.00'	S70°09'18"E	35.28'

CURVE TABLE					
CURVE	LENGTH	DELTA	RADIUS	BEARING	DISTANCE
C53	35.47'	2°01'55"	1000.00'	S72°10'55"E	35.46'
C54	35.70'	2°02'43"	1000.00'	S74°13'14"E	35.69'
C55	35.98'	2°03'41"	1000.00'	S76°16'25"E	35.97'
C56	36.31'	2°04'50"	1000.00'	S78°20'41"E	36.31'
C57	36.71'	2°06'11"	1000.00'	S80°26'11"E	36.70'
C58	7.46'	0°25'38"	1000.00'	S81°42'06"E	7.46'
C59	19.91'	1°08'26"	1000.00'	S63°25'29"E	19.91'
C60	35.03'	2°00'25"	1000.00'	S64°59'55"E	35.03'
C61	35.00'	2°00'20"	1000.00'	S67°00'17"E	35.00'
C62	37.70'	2°09'37"	1000.00'	S69°05'15"E	37.70'
C63	46.44'	2°39'39"	1000.00'	S71°29'53"E	46.44'
C64	46.40'	2°39'31"	1000.00'	S74°09'28"E	46.40'
C63	46.47'	2°39'46"	1000.00'	S76°49'07"E	46.47'
C66	43.23'	2°28'38"	1000.00'	S79°23'18"E	43.23'
C67	31.31'	1°47'38"	1000.00'	S81°31'26"E	31.31'
C68	7.77'	0°57'21"	466.00'	S67°46'41"E	7.77'
C69	33.22'	4°05'06"	466.00'	S70°17'55"E	33.22'
C70	33.22'	4°05'06"	466.00'	S74°23'01"E	33.22'
C71	33.22'	4°05'06"	466.00'	S78°28'08"E	33.22'
C72	30.81'	3°47'18"	466.00'	S82°24'20"E	30.81'
C73	4.65'	5°19'31"	50.00'	S09°12'03"E	4.65'
C74	50.16'	57°28'37"	50.00'	N40°36'07"W	48.08'
C75	30.65'	35°07'31"	50.00'	S86°54'10"E	30.17'
C76	53.65'	61°28'32"	50.00'	N44°47'48"E	51.11'
C77	14.02'	16°04'11"	50.00'	N06°01'27"E	13.98'
C78	15.95'	4°31'26"	202.00'	N52°05'46"E	15.95'
C79	23.08'	6°32'43"	202.00'	N46°33'41"E	23.06'
C80	45.19'	12°48'59"	202.00'	N36°52'50"E	45.09'
C81	9.74'	2°45'49"	202.00'	N29°05'25"E	9.74'
C82	3.85'	14°43'27"	15.00'	S35°04'14"W	3.84'
C83	10.34'	39°30'00"	15.00'	S62°10'58"W	10.14'
C84	48.40'	55°27'25"	50.00'	N54°12'15"E	46.53'
C85	39.46'	45°12'50"	50.00'	N03°52'08"E	38.44'
C86	24.33'	27°53'09"	50.00'	N32°40'52"W	24.10'
C87	24.25'	27°47'12"	50.00'	N60°31'02"W	24.01'
C88	28.86'	33°03'58"	50.00'	S89°03'23"W	28.46'
C89	39.07'	44°46'14"	50.00'	S50°08'18"W	38.08'
C90	47.36'	54°16'07"	50.00'	S00°37'07"W	45.61'
C91	11.12'	42°27'44"	15.00'	N05°17'04"W	10.86'
C92	3.08'	11°45'43"	15.00'	N21°49'39"E	3.07'
C93	492.52'	27°15'55"	1035.00'	S71°16'03"E	487.89'
C94	367.26'	20°19'51"	1035.00'	N84°56'04"E	365.34'
C95	84.19'	26°38'58"	181.00'	N41°02'00"E	83.43'
C96	127.40'	24°29'40"	298.00'	N14°50'45"E	126.43'
C97	67.24'	11°55'36"	323.00'	N15°07'20"E	67.11'
C98	40.50'	2°19'14"	1000.00'	N61°41'39"W	40.50'
C99	23.15'	53°03'24"	25.00'	S36°19'34"E	22.33'
C100	165.42'	15°15'44"	621.00'	S74°55'53"E	164.93'
C101	75.38'	3°16'10"	1321.00'	S84°11'50"E	75.37'
C102	15.08'	17°17'09"	50.00'	N65°46'03"W	15.03'
C103	2.54'	2°54'32"	50.00'	N76°59'20"E	2.54'
C104	15.06'	17°15'14"	50.00'	N87°04'13"E	15.00'

Line Table		
LINE	BEARING	DISTANCE
L1	N27°08'44"E	33.74'
L2	N84°17'59"W	48.15'
L3	S02°35'55"W	21.71'
L4	S87°24'05"E	46.00'
L5	S81°44'22"E	27.60'
L6	S27°42'31"W	11.29'
L7	N62°50'09"W	20.00'
L8	S84°17'59"E	2.93'
L9	S84°17'59"E	45.22'
L10	S62°50'09"E	25.00'
L11	N27°09'51"E	27.02'
L12	N86°55'40"E	15.05'
L13	N16°39'27"W	20.70'
L14	N27°42'43"E	51.58'
L15	S27°42'43"W	52.94'
L16	N72°04'52"E	20.76'
L17	N27°42'43"E	31.73'
L18	N03°27'32"W	6.31'
L19	N27°05'35"E	4.63'
L20	N27°42'31"E	47.72'
L21	S27°31'18"W	25.00'

LEGEND:

- ● 1/2" IRON ROD FOUND WITH CAP
- 1/2" IRON ROD SET WITH CAP UNLESS OTHERWISE NOTED
- ⊙ CONCRETE MONUMENT SET
- ■ CONCRETE MONUMENT FOUND
- Ⓢ BLOCK NUMBER
- △ CALCULATED POINT
- P.U.E. PUBLIC UTILITY EASEMENT
- W.W.E. WASTEWATER EASEMENT
- L.P.A.E. LANDSCAPE & PEDESTRIAN ACCESS EASEMENT
- D.E. DRAINAGE EASEMENT
- W.L.E. AQUA WATERLINE EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- SSWR SANITARY SEWER EASEMENT
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS BASTROP COUNTY TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS
- ( ) RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- ℄ COUNTY LINE
- S SURVEY LINE
- —/\/— BREAK LINE

STREET NAME	LINEAR FEET
HARVEST RIDGE BOULEVARD	1370 L.F.
HAYLOFT LANE	706 L.F.
APPLEBERRY LANE	1958 L.F.
HERITAGE MILL TRAIL	812 L.F.
ROOST ROAD	797 L.F.

HARVEST RIDGE SUBDIVISION SECTION ONE

DESCRIPTION OF A 44.328 ACRE TRACT OF LAND, SITUATED IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 2296, IN TRAVIS COUNTY, TEXAS AND THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 20, IN BASTROP COUNTY, TEXAS BEING THAT SAME CALLED FOR TRACT OF LAND AS CONVEYED TO CLAYTON PROPERTIES GROUP, INC., OF RECORD IN IN DOCUMENT NUMBERS 201807699 AND 201903261 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND DOCUMENT NUMBER 2019032785 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 44.448 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE SAID CLAYTON PROPERTIES GROUP, INC., OF SAID DOCUMENT NUMBER 2019032785, BEING ALSO THE NORTHWEST CORNER OF THAT CERTAIN 3.006 ACRE TRACT OF LAND CONVEYED TO FAUSTO C. MARTINEZ AND MARIA SAUCEDO OF RECORD IN DOCUMENT NUMBER 201108993 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS AND BEING ON THE EAST LINE OF COUNTY LINE ROAD A VARIABLE WIDTH RIGHT-OF-WAY, FROM WHICH THE SURVEY CORNER, A CALCULATED POINT, BEING THE SOUTHEAST CORNER OF THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 2296, THE SOUTHWEST CORNER OF THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 20, THE NORTHEAST CORNER OF THE JONATHAN BURLESON SURVEY, ABSTRACT NO. 2294, AND THE NORTHWEST CORNER OF THE JONATHAN BURLESON SURVEY, ABSTRACT NO. 18, BEARS S 06°36'52"W 1594.85 FEET;

THENCE, N 27°31'18"E, WITH THE EAST LINE OF SAID COUNTY LINE ROAD AND THE WEST LINE OF THE HEREIN DESCRIBED TRACT 866.64 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET AND THE POINT OF BEGINNING, BEING ALSO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID CLAYTON TRACT AND BEING THE EAST LINE OF THE HEREIN DESCRIBED TRACT THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES:

1. S 62°51'16"E, FOR A DISTANCE OF 216.24 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
2. S 27°08'44"W, FOR A DISTANCE OF 33.74 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
3. S 67°18'01"E, FOR A DISTANCE OF 352.88 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
4. ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 466.00 FEET, A CENTRAL ANGLE OF 16°59'57", AN ARC LENGTH OF 138.26 FEET, A LONG CHORD WHICH BEARS, S 75°48'00"E, FOR A CHORD DISTANCE OF 137.75 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
5. S 84°17'59"E, FOR A DISTANCE OF 48.15 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
6. N 02°35'55"E, FOR A DISTANCE OF 21.71 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
7. S 87°24'05"E, FOR A DISTANCE OF 46.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
8. S 02°35'55"W, FOR A DISTANCE OF 189.31 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
9. ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°17'52", AN ARC LENGTH OF 39.40 FEET, A LONG CHORD WHICH BEARS, S 42°33'00"E, FOR A CHORD DISTANCE OF 35.45 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
10. ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 999.05 FEET, A CENTRAL ANGLE OF 16°15'32", AN ARC LENGTH OF 283.50 FEET, A LONG CHORD WHICH BEARS, N 83°49'23"E, FOR A CHORD DISTANCE OF 282.55 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
11. N 75°41'50" E, FOR A DISTANCE OF 120.48 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
12. S 15°13'52" E, FOR A DISTANCE OF 152.82 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
13. N 74°46'08"E, FOR A DISTANCE OF 344.75 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
14. ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 23°29'30", AN ARC LENGTH OF 410.00 FEET, A LONG CHORD WHICH BEARS, N 86°30'53"E, FOR A CHORD DISTANCE OF 407.14 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
15. S 81°44'22"E, FOR A DISTANCE OF 27.60 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
16. S 27°42'43"W, FOR A DISTANCE OF 123.56 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET, AND
17. S 07°22'55"W, FOR A DISTANCE OF 154.68 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID DOCUMENT NUMBER 201903261, BEING ALSO THE NORTHWEST CORNER OF THAT CERTAIN 103 ACRE TRACT OF LAND CONVEYED TO NORMA JEANNE LARSON, ET AL. OF RECORD IN VOLUME 2296, PAGE 347 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS,

THENCE, S 27°10'16"W, CONTINUING ALONG THE WEST LINE OF SAID LARSON TRACT AND THE EAST LINE OF HEREIN DESCRIBED TRACT FOR A DISTANCE OF 1065.40 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID LARSON TRACT, BEING ALSO IN THE NORTH LINE OF THAT CERTAIN 55.544 ACRE TRACT OF LAND DESCRIBED IN A DEED TO RANCH ROAD PEPPERGRASS, LLC. OF RECORD IN DOCUMENT NUMBER 201917952 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 62°50'09"W, WITH THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 2008.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 44.328 ACRES OF LAND.

HARVEST RIDGE SUBDIVISION SECTION ONE

OWNER:	CLAYTON PROPERTIES GROUP, INC., DBA "BROHN HOMES" 6720 VAUGHT RANCH ROAD, SUITE 200 AUSTIN, TEXAS 78730
ACREAGE:	44.328 ACRES
SURVEY:	THOMAS CHRISTIAN SURVEY ABSTRACT NO. 2296 THOMAS CHRISTIAN SURVEY ABSTRACT NO. 20
NUMBER OF BLOCKS:	5 BLOCKS
NUMBER OF LOTS:	147 RESIDENTIAL LOTS 1 AMENITY & OPEN SPACE LOT, 1 DRAINAGE LOT, 1 DRAINAGE DETENTION POND, PARKLAND AND OPEN SPACE LOT, AND 2 OPEN SPACE/LANDSCAPE LOTS
LF OF NEW STREETS:	5,643 LINEAR FEET
DATE:	JUNE, 2021
SURVEYOR:	ZAMORA, L.L.C. 1425 S. LOOP 4 BUDA, TEXAS 78610
ENGINEER:	BGE, INC 101 W. LOUIS HENNA BLVD., SUITE 400 AUSTIN, TEXAS 78728

PROJECT: HARVEST RDGE SECTION ONE
JOB NUMBER: 1063-06
DATE: JUNE, 2021
SCALE: 1" = 100'
SURVEYOR: ZAMORA
TECHNICIAN: SEGURA
DRAWING: HARVEST RIDGE SEC1.DWG
FIELDNOTES:
PARTYCHIEF:
FIELDBOOKS:

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 10062700
1425 South Loop 4 • Buda, Texas 78610
Telephone: (512) 295-6201 • Fax (512) 295-6091

BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

HARVEST RIDGE SUBDIVISION SECTION ONE FINAL PLAT

SHEET 4 OF 5

ZWA PLAT No. 1063-06

2-25-22 $156.00 20220 00046

HARVEST RIDGE SUBDIVISION SECTION ONE

STATE OF TEXAS:
COUNTY OF TRAVIS:

KNOW ALL MEN BY THESE PRESENTS: THAT, CLAYTON PROPERTIES GROUP, INC., DBA "BROHN HOMES", BEING OWNER OF THAT CERTAIN 44.439 ACRES OF LAND OUT OF THE THOMAS CHRISTIAN SURVEY ABSTRACT NO. 2296 AND THE THOMAS CHRISTIAN SURVEY ABSTRACT NO. 20, SITUATED IN BASTROP COUNTY, TEXAS AND TRAVIS COUNTY TEXAS, AS CONVEYED TO CLAYTON PROPERTIES GROUP, INC., BY DEED RECORDED IN DOCUMENT NUMBERS 201807699 AND 201903261 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS AND DOCUMENT NUMBER 2019032785 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS, DO HEREBY SUBDIVIDE SAID 44.439 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS:

HARVEST RIDGE SUBDIVISION SECTION ONE

AND DOES HEREBY DEDICATE TO THE PUBLIC, THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE 4 DAY OF January, 2022 A.D.

ADAM BOENIG, VICE PRESIDENT
CLAYTON PROPERTIES GROUP, INC.,
DBA "BROHN HOMES"
6720 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TEXAS 78730

STATE OF TEXAS:
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ADAM BOENIG, VICE PRESIDENT OF CLAYTON PROPERTIES GROUP, INC., DBA "BROHN HOMES" KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 4 DAY OF January, 2022 A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Lisa Marie Riverbark
My Commission Expires
ID No. 12567554

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF ELGIN, TEXAS, ON THIS THE 22 DAY OF NOVEMBER, 2021 A.D.

CHAIRPERSON Antonio A. Prete

Melissa Lipiec
MELISSA LIPIEC
SECRETARY

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

I, Rebecca Guerrero CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE

ON THE 25th DAY OF February 2022 A.D., AT 11:48 O'CLOCK, A M., AND DULY RECORDED

THIS THE 25th DAY OF February 2022 A.D., AT 11:48 O'CLOCK, A M., IN THE OFFICIAL

PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. 202200046

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

Rebecca Guerrero
~~DANA DEBEAUVOIR~~ CLERK COUNTY COURT
OF TRAVIS COUNTY, TEXAS

BY: _____ DEPUTY
D. ANDERSON

GENERAL NOTES

1. FINAL PLAT IS IN GENERAL CONFORMANCE WITH THE PRELIMINARY PLAT.
2. ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER. APPROVAL OF THIS PLAT BY THE CITY OF ELGIN DOES NOT REMOVE THESE RESPONSIBILITIES.
3. NO PORTION OF THIS SUBDIVISION IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR CONTRIBUTING ZONE.
4. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN'S CORPORATE CITY LIMITS, ONLY FOR THE LIMITED PURPOSE SET FORTH IN CITY OF ELGIN ORDINANCE NO. 2021-05-18-13, WITHIN BASTROP COUNTY AND TRAVIS COUNTY.
5. THIS PROJECT IS LOCATED IN THE LOWER COLORADO-CUMMINS WATERSHED WHICH IS CLASSIFIED AS A SUBURBAN WATER SUPPLY WATERSHED.
6. THIS SUBDIVISION LIES WITHIN THE ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 500 YEAR FLOOD PLAIN) OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48453C0510H, EFFECTIVE DATE SEPTEMBER 26, 2008 AND IN ZONE "A" (AREAS SUBJECT TO INUNDATION BY THE 1-PERCENT-ANNUAL-CHANCE FLOOD EVENT) OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48021C0075E, EFFECTIVE DATE JANUARY 19, 2006.
7. THIS SUBDIVISION IS IN AND SERVED BY AQUA WATER SUPPLY CORPORATION CCN FOR WATER SERVICE.
8. THE SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN'S WASTEWATER CCN. ALTESSA MUD WILL PROVIDE RETAIL WASTEWATER SERVICE TO THE SUBDIVISION PURSUANT TO A WASTEWATER SERVICE AGREEMENT WITH THE CITY OF ELGIN APPROVED IN CITY OF ELGIN RESOLUTION NO. 2020-12-15-60.
9. NO DWELLING STRUCTURE MAY BE OCCUPIED UNTIL SUCH TIME AS WATER AND WASTEWATER CONNECTIONS ARE FULLY OPERATIONAL.
10. PUBLIC UTILITY EASEMENTS ARE TO BE USED FOR UTILITY SERVICE, INCLUDING TELECOMMUNICATION, GAS, AND ELECTRICITY PROVIDED TO LOTS WITHIN THIS SUBDIVISION AND THE OVERALL HARVEST RIDGE DEVELOPMENT ONLY. PUE'S ARE NOT ALLOWED FOR PASS-THRU OR PRIMARY MAINS SERVICING OUTSIDE DEVELOPMENT, UNLESS AGREED UPON IN WRITING WITH THE DEVELOPER/OWNER (CLAYTON PROPERTIES GROUP, INC.).
11. ALL ELECTRICAL, TELEPHONE, CABLE TELEVISION, GAS, AND SIMILAR UTILITY SERVICE LINES SHALL BE PLACED UNDERGROUND, SUCH LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE REGULATIONS AND REQUIREMENTS ESTABLISHED BY EACH UTILITY OR SERVICE COMPANY, AS APPLICABLE, AND CITY ORDINANCE.
12. NO FENCING SHALL BE PLACED IN THE AQUA EASEMENT ALONG HARVEST RIDGE BOULEVARD AND SHALL NOT RESTRICT ACCESS TO AQUA WATER METERS.
13. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, GRASS, LANDSCAPING, AND DRIVEWAY OR SIDEWALK PAVING. AQUA WATER SUPPLY CORPORATION SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING, OR RECONSTRUCTING ANY UTILITIES.
14. LOTS 28 AND 59, BLOCK A WILL BE CONVEYED TO ALTESSA MUD AND SHALL BE MAINTAINED BY ALTESSA MUD OR A HOMEOWNERS ASSOCIATION.

APPROVED BY:

AQUA WATER SUPPLY CORPORATION 1/5/2022 DATE

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 5th DAY OF January, 2022 BY CLIFF KESSLER, PRESIDENT OF THE BOARD OF DIRECTORS OF AQUA WATER SUPPLY CORPORATION, A TEXAS NONPROFIT CORPORATION, ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC, STATE OF TEXAS

PATRICIA HERNANDEZ
Notary Public, State of Texas
Notary ID# 1209729-6
My Commission Expires
SEPTEMBER 8, 2024

STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP AND TRAVIS:

I, J. ADAM BERRY, P.E., DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF ELGIN, TEXAS.

ENGINEERING BY: _____ DATE: 12/14/21
J. ADAM BERRY, P.E. NO. 120743
BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

STATE OF TEXAS
J. ADAM BERRY
120743
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP AND TRAVIS:

THAT I, G. RENE ZAMORA, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF ELGIN, TEXAS.

SURVEYED BY: _____ DATE: 12/01/21
G. RENE ZAMORA
ZAMORA, LLC
1425 LOOP 4 SOUTH
BUDA, TX 78610

STATE OF TEXAS
REGISTERED
G. RENE ZAMORA
5682
PROFESSIONAL
LAND SURVEYOR

PROJECT:	HARVEST RDGE SECTION ONE
JOB NUMBER:	1063-06
DATE:	JUNE, 2021
SCALE:	1" = 100'
SURVEYOR:	ZAMORA
TECHNICIAN:	SEGURA
DRAWING:	HARVEST RIDGE SEC1.DWG
FIELDNOTES:	
PARTYCHIEF:	
FIELDBOOKS:	

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 10062700
1425 South Loop 4 • Buda, Texas 78610
Telephone: (512) 295-6201 • Fax (512) 295-6091

BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

HARVEST RIDGE SUBDIVISION SECTION ONE FINAL PLAT

SHEET 5 OF 5

ZWA PLAT No. 1063-06

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Jul 18, 2023 04:56 PM Fee: $ 30.00
2023080560
Electronically Recorded

This page is intentionally added for electronic file stamp.

SCRIVENER'S ERROR DOCUMENT

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS AND
COUNTY OF BASTROP §

WHEREAS a plat of a subdivision, titled AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE, was prepared by ZAMORA, LLC, under my supervision and subsequently filed for record in Document No. 202200242, of the Official Public Records of Travis County, Texas, and filed for record in Cabinet 7, Page 206-A, of the Official Records of Bastrop County, Texas;

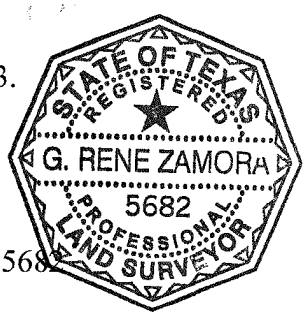
WHEREAS a scriveners error has been discovered in the recording information for a 20' Wastewater Easement and 50' Temporary Construction Easement as noted on the plat along the east boundary of said subdivision;

AND WHEREAS the undersigned now desires to correct the said platting error and to correct the recording information, to-wit:

The recording information for said Wastewater Line and Temporary Construction Easement is hereby amended from Doc # 201807650 (incorrect) to **Doc # 201807659 (correct);**

NOW, THEREFORE, the undersigned by the submission and recording of this document does hereby correct the above described inconsistencies.

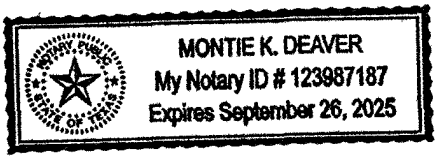
EXECUTED this the 18TH day of July, 2023.



G. RENE ZAMORA, R.P.L.S
Registered Professional Land Surveyor No. 5682
State of Texas
Zamora, LLC
1425 South Loop 4
Buda, Texas 78610

STATE OF TEXAS §

COUNTY OF HAYS §



Before me the undersigned authority on this day personally appeared G. Rene Zamora, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration herein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of July, 2023.

NOTARY PUBLIC, STATE OF TEXAS

Unofficial Document

6 pgs 202200242

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: Amended Plat Of Harvest Ridge Subdivision Section One

OWNERS NAME: Clayton Properties Group, Inc., DBA "Brohn Homes"

ADDITIONAL RESTRICTIONS / COMMENTS:

Tax Certificate- 2022151421

RETURN:

Stays In File

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rebecca Guerrero, County Clerk
Travis County, Texas

202200242

Sep 12, 2022 09:20 AM
Fee: $183.00 PEREZTA

$183.00 9-12-22 20220242

TRAVIS COUNTY
CONSUMER PROTECTION NOTICE
FOR HOMEBUYERS

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY THE SUBDIVIDER, OR THEIR REPRESENTATIVES.

SUBDIVISION

PROJECT:	HARVEST RIDGE SECTION ONE AM
JOB NUMBER:	1063-10
DATE:	JULY, 2022
SCALE:	1" = 100'
SURVEYOR:	ZAMORA
TECHNICIAN:	SEGURA
DRAWING:	HARVEST RIDGE SEC1.DWG
FIELDNOTES:	
PARTYCHIEF:	
FIELDBOOKS:	

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 10062700
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Telephone: (512) 295-6201 • Fax (512) 295-6091

BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

SHEET 1 OF 6

ZWA PLAT No. 1063-10

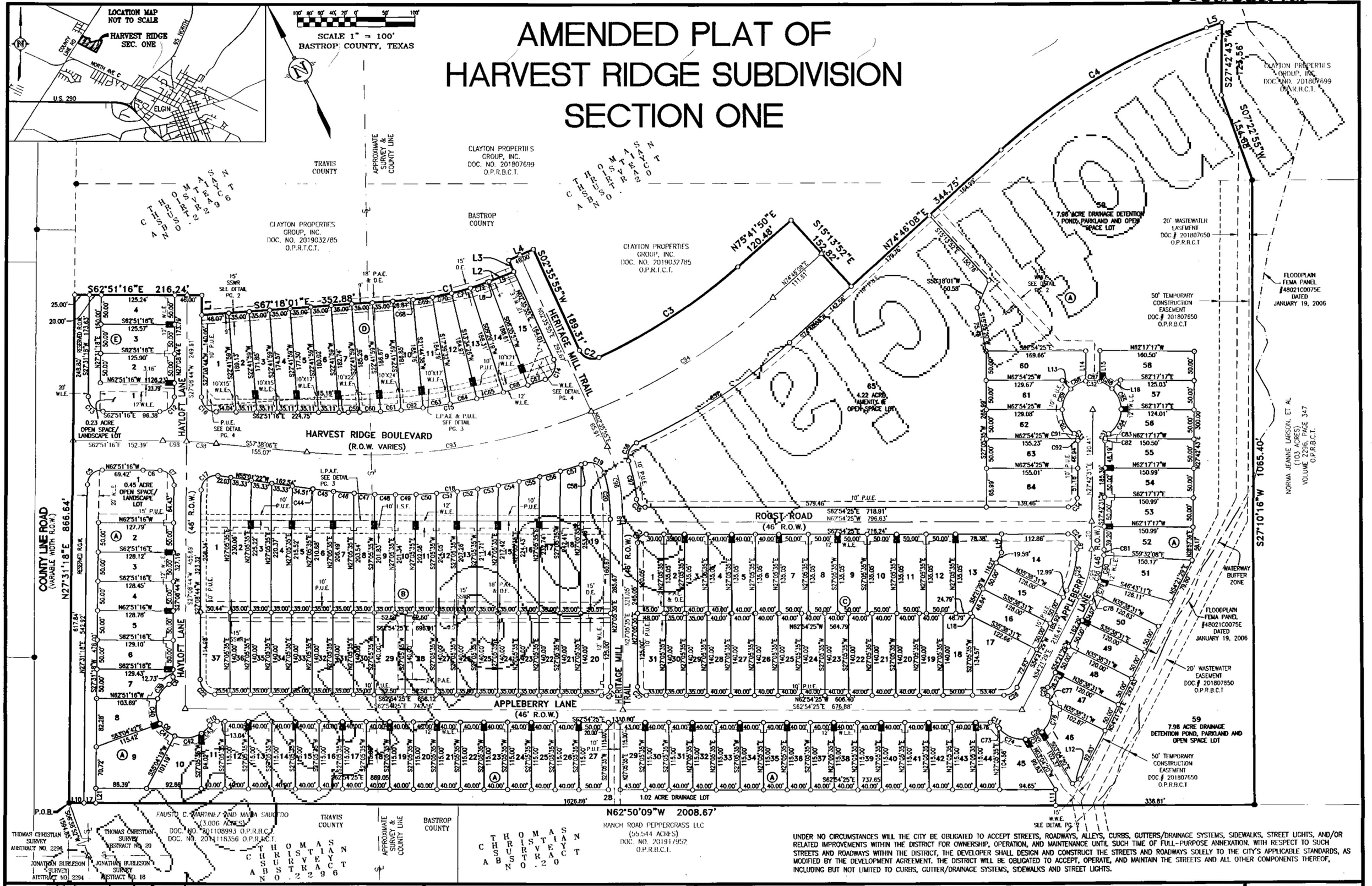
20220242 Page 2 of 7

2022000242

AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

LOCATION MAP
NOT TO SCALE

SCALE 1" = 100'
BASTROP COUNTY, TEXAS



UNDER NO CIRCUMSTANCES WILL THE CITY BE OBLIGATED TO ACCEPT STREETS, ROADWAYS, ALLEYS, CURBS, GUTTERS/DRAINAGE SYSTEMS, SIDEWALKS, STREET LIGHTS, AND/OR RELATED IMPROVEMENTS WITHIN THE DISTRICT FOR OWNERSHIP, OPERATION, AND MAINTENANCE UNTIL SUCH TIME OF FULL-PURPOSE ANNEXATION. WITH RESPECT TO SUCH STREETS AND ROADWAYS WITHIN THE DISTRICT, THE DEVELOPER SHALL DESIGN AND CONSTRUCT THE STREETS AND ROADWAYS SOLELY TO THE CITY'S APPLICABLE STANDARDS, AS MODIFIED BY THE DEVELOPMENT AGREEMENT. THE DISTRICT WILL BE OBLIGATED TO ACCEPT, OPERATE, AND MAINTAIN THE STREETS AND ALL OTHER COMPONENTS THEREOF, INCLUDING BUT NOT LIMITED TO CURBS, GUTTER/DRAINAGE SYSTEMS, SIDEWALKS AND STREET LIGHTS.

PROJECT:	HARVEST RIDGE SECTION ONE AM
JOB NUMBER:	1063-10
DATE:	JULY 2022
SCALE:	1" = 100'
SURVEYOR:	ZAMORA
TECHNICIAN:	SEGURA
DRAWING:	HARVEST RIDGE SEC1.DWG
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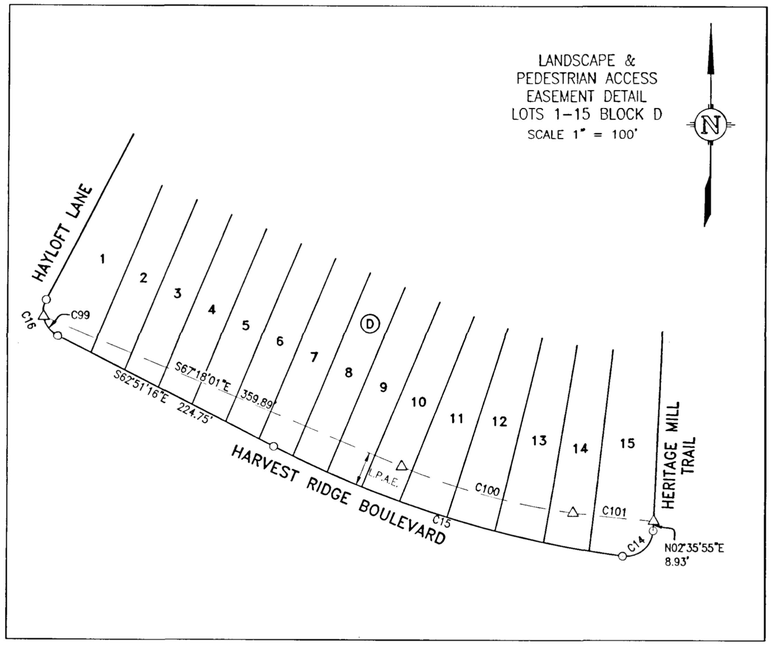
AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

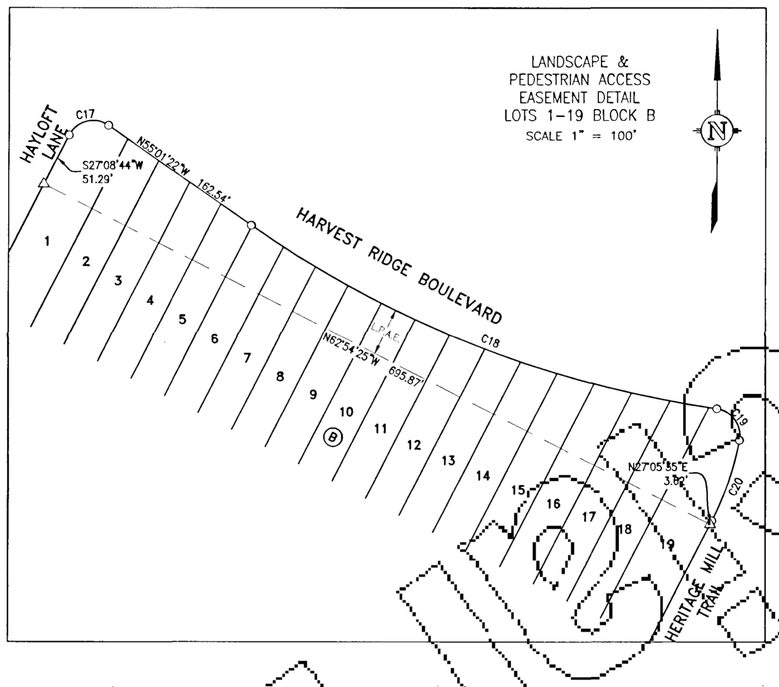
SHEET 2 OF 6

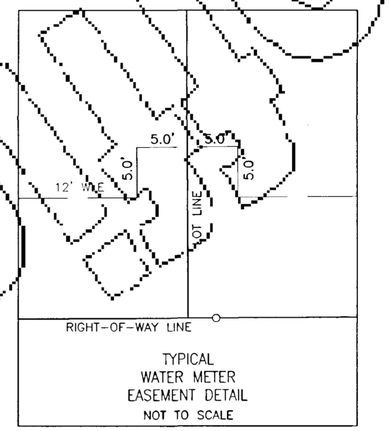
ZWA PLAT No. 1063-10

2022 00242

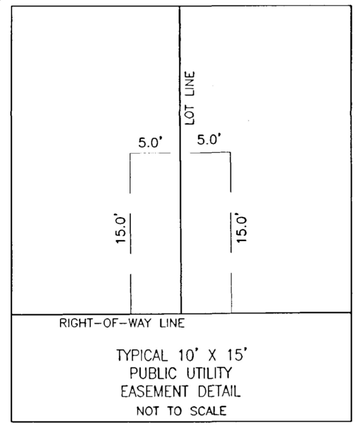
AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE



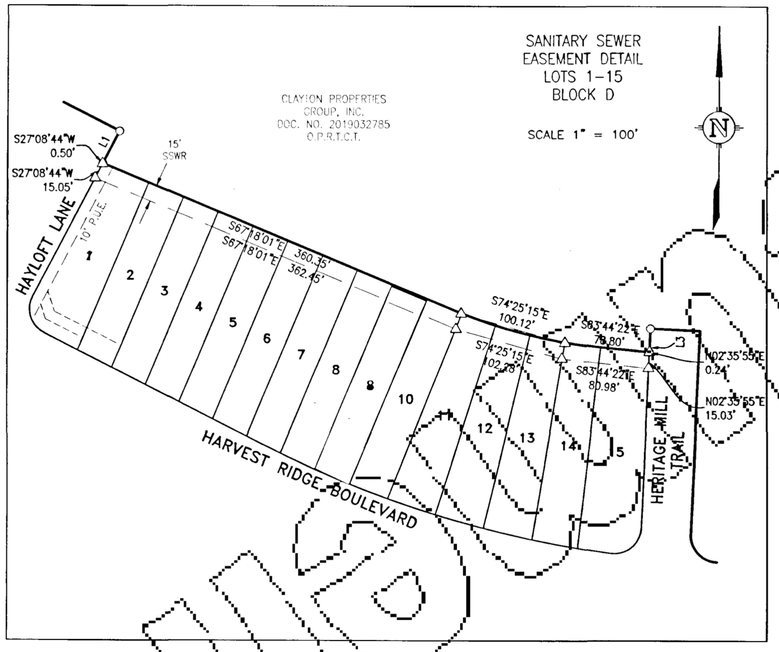


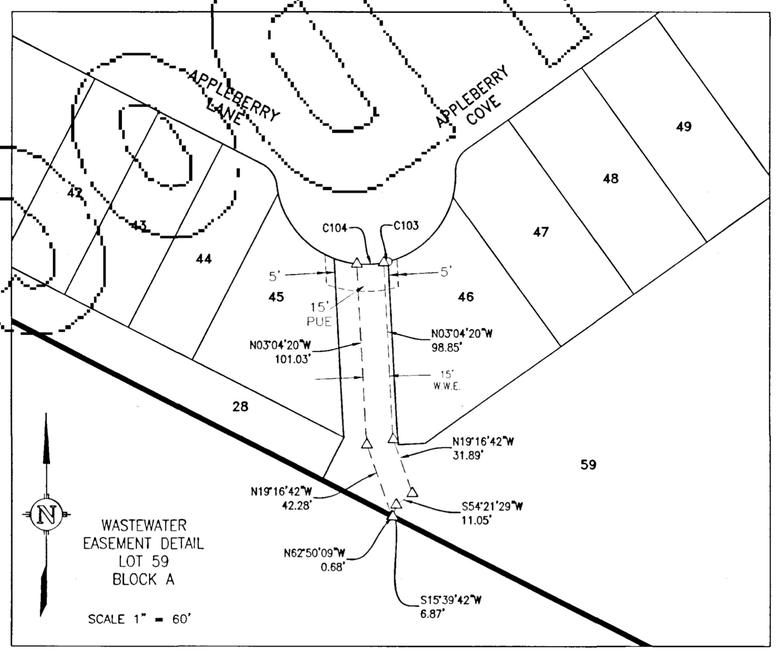


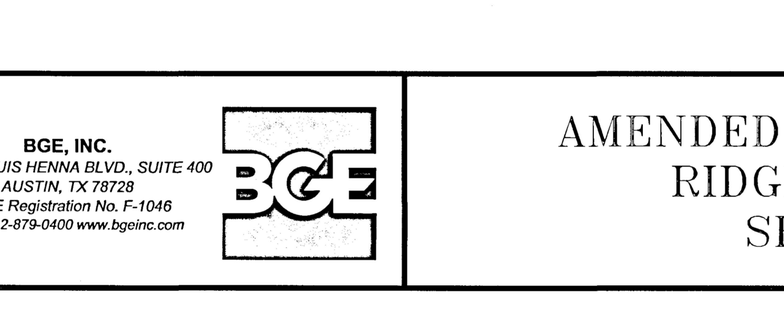
TYPICAL
WATER METER
EASEMENT DETAIL
NOT TO SCALE

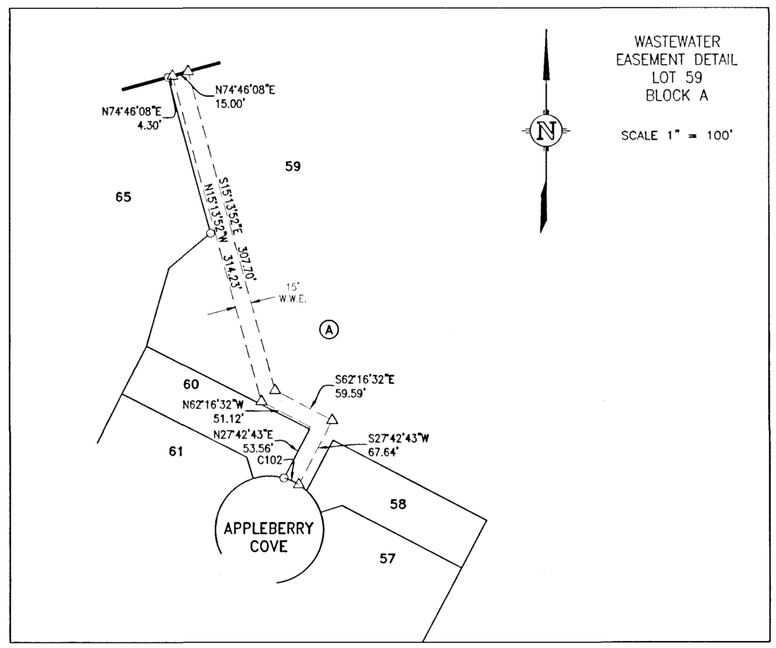


TYPICAL 10' X 15'
PUBLIC UTILITY
EASEMENT DETAIL
NOT TO SCALE









PROJECT: HARVEST RDGE SECTION ONE AM
JOB NUMBER: 1063-10
DATE: JULY, 2022
SCALE: 1" = 100'
SURVEYOR: ZAMORA
TECHNICIAN: SEGURA
DRAWING: HARVEST RIDGE SEC1.DWG
FIELDNOTES:
PARTYCHIEF:
FIELDBOOKS:

ZWA

Zamora, L.L.C.
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AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

SHEET 3 OF 6

ZWA PLAT No. 1063-10

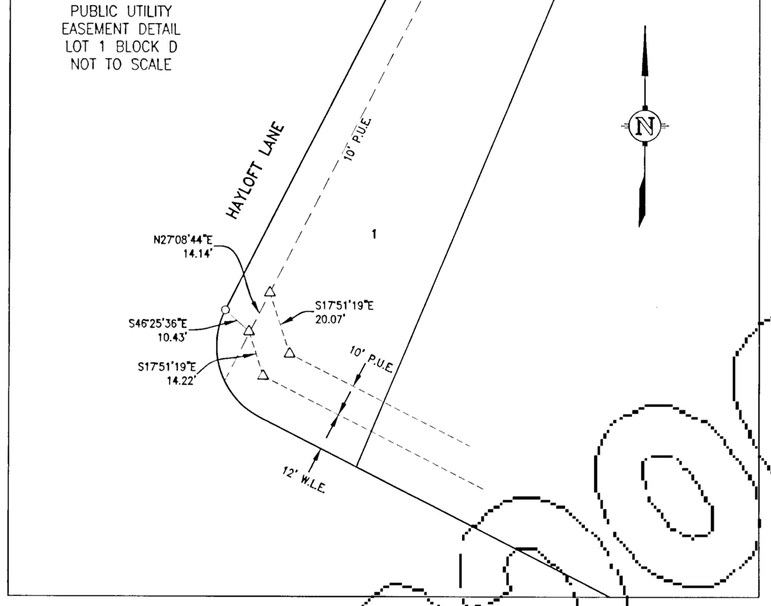
202200242 Page 4 of 7

2022 00242

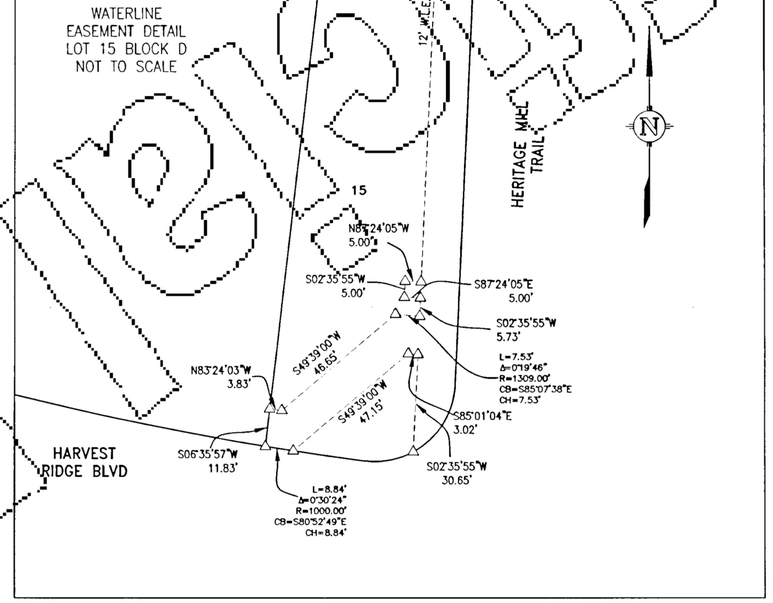
AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

DRAWING

PUBLIC UTILITY EASEMENT DETAIL
LOT 1 BLOCK D
NOT TO SCALE



WATERLINE EASEMENT DETAIL
LOT 15 BLOCK D
NOT TO SCALE



PROJECT:	HARVEST RIDGE SECTION ONE AM
JOB NUMBER:	1063-10
DATE:	JULY, 2022
SCALE:	1" = 100'
SURVEYOR:	ZAMORA
TECHNICIAN:	SEGURA
DRAWING:	HARVEST RIDGE SEC1.DWG
FIELDNOTES:	
PARTYCHIEF:	
FIELDBOOKS:	

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 10062700
1425 South Loop 4 • Buda, Texas 78610
Telephone: (512) 295-6201 • Fax (512) 295-6091

BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

SHEET 4 OF 6

ZWA PLAT No. 1063-10

AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

CURVE TABLE					
CURVE	LENGTH	DELTA	RADIUS	BEARING	DISTANCE
C1	138.26'	16°59'57"	466.00'	S75°48'00"E	137.75'
C2	39.40'	90°17'52"	25.00'	S42°33'00"E	35.45'
C3	283.50'	16°15'32"	999.05'	N83°49'23"E	282.55'
C4	410.00'	23°29'30"	1000.00'	S86°30'53"W	407.14'
C5	39.20'	89°51'15"	25.00'	S72°13'06"W	35.31'
C6	28.71'	1°43'54"	950.00'	N61°59'19"W	28.71'
C7	38.51'	88°16'06"	25.00'	N16°59'19"W	34.82'
C8	14.76'	56°22'07"	15.00'	N55°19'48"E	14.17'
C9	176.97'	202°47'24"	50.00'	S17°52'50"E	98.03'
C10	14.76'	56°22'07"	15.00'	S88°54'32"W	14.17'
C11	14.76'	56°22'07"	15.00'	N34°43'21"W	14.17'
C12	39.27'	90°00'00"	25.00'	N72°08'44"E	35.36'
C13	39.43'	90°22'32"	25.00'	S17°39'58"E	35.47'
C14	41.44'	94°58'50"	25.00'	N50°05'20"E	36.86'
C15	341.50'	19°33'59"	1000.00'	S72°38'15"E	339.84'
C16	39.27'	90°00'00"	25.00'	S17°51'16"E	35.36'
C17	42.69'	97°49'54"	25.00'	S76°03'41"W	37.69'
C18	469.36'	26°53'33"	1000.00'	N68°28'08"W	465.07'
C19	40.37'	92°30'45"	25.00'	N35°39'33"W	36.12'
C20	79.75'	16°29'46"	277.00'	N18°50'43"E	79.48'
C21	23.56'	90°00'00"	15.00'	N72°05'35"E	21.21'
C22	39.29'	90°03'09"	25.00'	S17°52'50"E	35.37'
C23	23.56'	89°59'59"	15.00'	N72°05'35"E	21.21'
C24	23.72'	90°36'56"	15.00'	S17°35'57"E	21.33'
C25	72.56'	26°38'58"	156.00'	S41°02'00"W	71.91'
C26	27.37'	62°44'06"	25.00'	S85°43'32"W	26.03'
C27	23.56'	90°00'00"	15.00'	N17°54'25"W	21.21'
C28	153.13'	175°28'21"	50.00'	N85°43'32"E	99.92'
C29	14.76'	56°22'07"	15.00'	S26°10'25"W	14.17'
C30	93.95'	26°38'58"	202.00'	N41°02'00"E	93.11'
C31	14.20'	54°13'27"	15.00'	S54°49'14"W	13.67'
C32	251.72'	288°26'54"	50.00'	N62°17'29"W	58.46'
C33	14.20'	54°13'27"	15.00'	N00°35'47"E	13.67'
C34	23.40'	89°23'04"	15.00'	N72°24'03"E	21.10'
C35	21.99'	83°59'34"	15.00'	S20°54'39"E	20.07'
C36	36.45'	83°32'30"	25.00'	S50°55'47"W	33.31'
C37	312.96'	17°55'54"	1000.00'	N83°44'05"E	311.69'
C38	50.60'	2°53'57"	1000.00'	N59°05'04"W	50.59'
C39	32.00'	36°40'17"	50.00'	S65°10'43"W	31.46'
C40	43.98'	50°23'40"	50.00'	S21°38'45"W	42.57'
C41	33.35'	38°13'14"	50.00'	S22°39'42"E	32.74'
C42	47.16'	54°02'27"	50.00'	S68°47'32"E	45.43'
C43	20.48'	23°27'46"	50.00'	N72°27'21"E	20.33'
C44	0.83'	0°02'50"	1000.00'	S55°02'47"E	0.83'
C45	35.25'	2°01'11"	1000.00'	S56°04'48"E	35.25'
C46	35.13'	2°00'45"	1000.00'	S58°05'46"E	35.12'
C42	35.04'	2°00'28"	1000.00'	S60°06'23"E	35.04'
C48	35.01'	2°00'20"	1000.00'	S62°06'47"E	35.00'
C49	35.01'	2°00'21"	1000.00'	S64°07'08"E	35.01'
C50	35.06'	2°00'31"	1000.00'	S66°07'34"E	35.06'
C51	35.15'	2°00'50"	1000.00'	S68°08'14"E	35.15'
C52	35.28'	2°01'18"	1000.00'	S70°09'46"E	35.28'

CURVE TABLE					
CURVE	LENGTH	DELTA	RADIUS	BEARING	DISTANCE
C53	35.47'	2°01'55"	1000.00'	S72°10'55"E	35.46'
C54	35.70'	2°02'43"	1000.00'	S74°13'14"E	35.69'
C55	35.98'	2°03'41"	1000.00'	S76°16'25"E	35.97'
C56	36.31'	2°04'50"	1000.00'	S78°20'41"E	36.31'
C57	36.71'	2°06'11"	1000.00'	S80°26'11"E	36.70'
C58	7.46'	0°25'38"	1000.00'	S81°42'06"E	7.46'
C59	19.91'	1°08'26"	1000.00'	S63°25'29"E	19.91'
C60	35.03'	2°00'25"	1000.00'	S64°59'55"E	35.03'
C61	35.00'	2°00'20"	1000.00'	S67°00'17"E	35.00'
C62	37.70'	2°09'37"	1000.00'	S69°05'15"E	37.70'
C63	46.44'	2°39'39"	1000.00'	S71°29'53"E	46.44'
C64	45.40'	2°39'31"	1000.00'	S74°09'28"E	46.40'
C65	46.47'	2°39'46"	1000.00'	S76°49'07"E	46.47'
C66	43.23'	2°28'38"	1000.00'	S79°23'18"E	43.23'
C67	31.31'	1°47'38"	1000.00'	S81°31'26"E	31.31'
C68	7.77'	0°57'21"	466.00'	S67°46'41"E	7.77'
C69	33.22'	4°05'06"	466.00'	S70°17'55"E	33.22'
C70	33.22'	4°05'06"	466.00'	S74°23'01"E	33.22'
C71	33.22'	4°05'06"	466.00'	S78°28'08"E	33.22'
C72	30.81'	3°47'18"	466.00'	S82°24'20"E	30.81'
C73	4.65'	5°19'31"	50.00'	S09°12'03"E	4.65'
C74	50.16'	57°28'37"	50.00'	N40°36'07"W	48.08'
C75	30.65'	35°07'31"	50.00'	S86°54'10"E	30.17'
C76	53.65'	61°28'32"	50.00'	N44°47'48"E	51.11'
C77	14.02'	16°04'11"	50.00'	N06°01'27"E	13.98'
C78	15.95'	4°31'26"	202.00'	N52°05'46"E	15.95'
C79	23.08'	6°32'43"	202.00'	N46°33'41"E	23.06'
C80	45.19'	12°48'59"	202.00'	N36°52'50"E	45.09'
C81	9.74'	2°45'49"	202.00'	N29°05'25"E	9.74'
C82	3.85'	14°43'27"	15.00'	S35°04'14"W	3.84'
C83	10.34'	39°30'00"	15.00'	S62°10'58"W	10.14'
C84	46.40'	55°27'25"	50.00'	N54°12'15"E	46.53'
C85	39.46'	45°12'50"	50.00'	N03°52'08"E	38.44'
C86	24.33'	27°53'09"	50.00'	N32°40'52"W	24.10'
C87	24.25'	27°47'12"	50.00'	N60°31'32"W	24.01'
C88	28.86'	33°03'58"	50.00'	S89°03'23"W	28.46'
C89	39.07'	44°46'14"	50.00'	S50°08'18"W	38.08'
C90	47.36'	54°16'01"	50.00'	S00°37'07"W	45.61'
C91	11.12'	42°27'44"	15.00'	N05°17'04"W	10.86'
C92	3.08'	11°45'43"	15.00'	N21°49'39"E	3.07'
C93	492.52'	27°15'56"	1035.00'	S71°16'03"E	487.89'
C94	367.26'	20°19'51"	1035.00'	N84°56'04"E	365.34'
C95	84.19'	26°38'58"	181.00'	N41°02'00"E	83.43'
C96	127.40'	24°29'40"	298.00'	N14°50'45"E	126.43'
C97	67.24'	11°55'36"	323.00'	N15°07'20"E	67.11'
C98	40.50'	2°19'14"	1000.00'	N61°41'39"W	40.50'
C99	23.15'	53°03'24"	25.00'	S36°19'34"E	22.33'
C100	165.42'	15°15'44"	621.00'	S74°55'53"E	164.93'
C101	75.38'	3°16'10"	1321.00'	S84°11'50"E	75.37'
C102	15.08'	17°17'09"	50.00'	N65°46'03"W	15.03'
C103	2.54'	2°54'32"	50.00'	N76°59'20"E	2.54'
C104	15.06'	17°15'14"	50.00'	N87°04'13"E	15.00'

Line Table		
LINE	BEARING	DISTANCE
L1	N27°08'44"E	33.74'
L2	N84°17'59"W	48.15'
L3	S02°35'55"W	21.71'
L4	S87°24'05"E	46.00'
L5	S81°44'22"E	27.60'
L6	S27°42'31"W	11.29'
L7	N62°50'09"W	20.00'
L8	S84°17'59"E	2.93'
L9	S84°17'59"E	45.22'
L10	S62°50'09"E	20.00'
L11	N27°09'51"E	27.02'
L12	N86°55'40"E	15.05'
L13	N16°39'27"W	20.70'
L14	N27°42'43"E	51.58'
L15	S27°42'43"W	52.94'
L16	N72°04'52"E	20.75'
L17	N27°42'43"E	31.73'
L18	N03°27'32"W	6.31'
L19	N27°05'35"E	4.63'
L20	N27°42'31"E	47.72'
L21	S27°31'18"W	25.00'

LEGEND:

- ● 1/2" IRON ROD FOUND WITH CAP
- 1/2" IRON ROD SET WITH CAP UNLESS OTHERWISE NOTED
- ▣ CONCRETE MONUMENT SET
- ■ CONCRETE MONUMENT FOUND
- Ⓢ BLOCK NUMBER
- △ CALCULATED POINT
- P.U.E. PUBLIC UTILITY EASEMENT
- W.W.E. WASTEWATER EASEMENT
- L.P.A.E. LANDSCAPE & PEDESTRIAN ACCESS EASEMENT
- D.E. DRAINAGE EASEMENT
- W.L.E. AQUA WATERLINE EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- SSWR SANITARY SEWER EASEMENT
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS BASTROP COUNTY TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS
- ( ) RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- ℄ COUNTY LINE
- ℄ SURVEY LINE
- BREAK LINE
- 10' X 15' P.U.E.

STREET NAME	LINEAR FEET
HARVEST RIDGE BOULEVARD	1370 L.F.
HAYLOFT LANE	706 L.F.
APPLEBERRY LANE	1958 L.F.
HERITAGE MILL TRAIL	812 L.F.
ROOST ROAD	797 L.F.

DESCRIPTION OF A 44.328 ACRE TRACT OF LAND, SITUATED IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 2296, IN TRAVIS COUNTY, TEXAS AND THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 20, IN BASTROP COUNTY, TEXAS BEING THAT SAME CALLED FOR TRACT OF LAND AS CONVEYED TO CLAYTON PROPERTIES GROUP, INC., OF RECORD IN IN DOCUMENT NUMBERS 201807609 AND 201903261 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND DOCUMENT NUMBER 2019032785 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 44.448 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE SAID CLAYTON PROPERTIES GROUP, INC., OF SAID DOCUMENT NUMBER 2019032785, BEING ALSO THE NORTHWEST CORNER OF THAT CERTAIN 3.006 ACRE TRACT OF LAND CONVEYED TO FAUSTO C. MARTINEZ AND MARIA SAUCEDO OF RECORD IN DOCUMENT NUMBER 201108993 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS AND BEING ON THE EAST LINE OF COUNTY LINE ROAD A VARIABLE WIDTH RIGHT-OF-WAY, FROM WHICH THE SURVEY CORNER, A CALCULATED POINT, BEING THE SOUTHEAST CORNER OF THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 2296, THE SOUTHWEST CORNER OF THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 20, THE NORTHEAST CORNER OF THE JONATHAN BURLESON SURVEY, ABSTRACT NO. 2294, AND THE NORTHWEST CORNER OF THE JONATHAN BURLESON SURVEY, ABSTRACT NO. 18, BEARS S 06°36'52"W 1594.85 FEET;

THENCE, N 27°31'18" E, WITH THE EAST LINE OF SAID COUNTY LINE ROAD AND THE WEST LINE OF THE HEREIN DESCRIBED TRACT 866.64 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET AND THE POINT OF BEGINNING, BEING ALSO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID CLAYTON TRACT AND BEING THE EAST LINE OF THE HEREIN DESCRIBED TRACT THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES:

1. S 62°51'16" E, FOR A DISTANCE OF 216.24 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
2. S 27°08'44" W, FOR A DISTANCE OF 33.74 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
3. S 62°18'01" E, FOR A DISTANCE OF 356.88 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
4. ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 466.00 FEET, A CENTRAL ANGLE OF 16°59'57", AN ARC LENGTH OF 138.26 FEET, A LONG CHORD WHICH BEARS, S 75°48'00" E, FOR A CHORD DISTANCE OF 137.75 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
5. S 84°17'59" E, FOR A DISTANCE OF 48.15 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
6. N 02°35'55" E, FOR A DISTANCE OF 21.71 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
7. S 87°24'05" E, FOR A DISTANCE OF 46.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
8. S 02°35'55" W, FOR A DISTANCE OF 189.31 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
9. ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°17'52", AN ARC LENGTH OF 39.40 FEET, A LONG CHORD WHICH BEARS, S 42°33'00" E, FOR A CHORD DISTANCE OF 35.45 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
10. ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 999.05 FEET, A CENTRAL ANGLE OF 16°15'32", AN ARC LENGTH OF 283.50 FEET, A LONG CHORD WHICH BEARS, N 83°49'23" E, FOR A CHORD DISTANCE OF 282.55 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
11. N 75°41'50" E, FOR A DISTANCE OF 120.48 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
12. S 15°13'52" E, FOR A DISTANCE OF 152.82 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
13. N 74°46'08" E, FOR A DISTANCE OF 344.75 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
14. ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 23°29'30", AN ARC LENGTH OF 410.00 FEET, A LONG CHORD WHICH BEARS, N 86°30'53" E, FOR A CHORD DISTANCE OF 407.14 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
15. S 81°44'22" E, FOR A DISTANCE OF 27.60 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
16. S 27°42'43" W, FOR A DISTANCE OF 123.56 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET, AND
17. S 07°22'55" W, FOR A DISTANCE OF 154.68 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID DOCUMENT NUMBER 201903261, BEING ALSO THE NORTHWEST CORNER OF THAT CERTAIN 103 ACRE TRACT OF LAND CONVEYED TO NORMA JEANNE LARSON, ET AL. OF RECORD IN VOLUME 2296, PAGE 347 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS,

THENCE, S 27°10'16" W, CONTINUING ALONG THE WEST LINE OF SAID LARSON TRACT AND THE EAST LINE OF HEREIN DESCRIBED TRACT FOR A DISTANCE OF 1065.40 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID LARSON TRACT, BEING ALSO IN THE NORTH LINE OF THAT CERTAIN 55.544 ACRE TRACT OF LAND DESCRIBED IN A DEED TO RANCH ROAD PEPPERGRASS, LLC. OF RECORD IN DOCUMENT NUMBER 201917952 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 62°50'09" W, WITH THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 2008.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 44.328 ACRES OF LAND.

AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

OWNER:	CLAYTON PROPERTIES GROUP, INC., DBA "BROHN HOMES" 6720 VAUGHT RANCH ROAD, SUITE 200 AUSTIN, TEXAS 78730
ACREAGE:	44.328 ACRES
SURVEY:	THOMAS CHRISTIAN SURVEY ABSTRACT NO. 2296 THOMAS CHRISTIAN SURVEY ABSTRACT NO. 20
NUMBER OF BLOCKS:	5 BLOCKS
NUMBER OF LOTS:	147 RESIDENTIAL LOTS 1 AMENITY & OPEN SPACE LOT, 1 DRAINAGE LOT, 1 DRAINAGE DETENTION POND, PARKLAND AND OPEN SPACE LOT, AND 2 OPEN SPACE/LANDSCAPE LOTS
LF OF NEW STREETS:	5,643 LINEAR FEET
DATE:	JULY, 2022
SURVEYOR:	ZAMORA, L.L.C. 1425 S. LOOP 4 BUDA, TEXAS 78610
ENGINEER:	BGE, INC 101 W. LOUIS HENNA BLVD., SUITE 400 AUSTIN, TEXAS 78728
PLAT SUBMITTED:	JULY 13, 2022
PLAT REVISED:	AUGUST 3, 2022

PROJECT:	HARVEST RIDGE SECTION ONE AM
JOB NUMBER:	1063-10
DATE:	JULY, 2022
SCALE:	1" = 100'
SURVEYOR:	ZAMORA
TECHNICIAN:	SEGURA
DRAWING:	HARVEST RIDGE SEC1.DWG
FIELDNOTES:	
PARTYCHIEF:	
FIELDBOOKS:	

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 10062700
1425 South Loop 4 • Buda, Texas 78610
Telephone: (512) 295-6201 • Fax (512) 295-6091

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TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

SHEET 5 OF 6

ZWA PLAT No. 1063-10

202200242

AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

STATE OF TEXAS:
COUNTY OF TRAVIS:

KNOW ALL MEN BY THESE PRESENTS: THAT, CLAYTON PROPERTIES GROUP, INC., DBA "BROHN HOMES", BEING OWNER OF THAT CERTAIN 44.328 ACRES OF LAND PREVIOUSLY RECORDED BY DEED RECORDED IN DOCUMENT NUMBER 202200046 OF, THE REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS, DO HEREBY AMEND SAID 44.328 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS:

AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

AND DOES HEREBY DEDICATE TO THE PUBLIC, THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE 12th DAY OF August, 2022 A.D.

ADAM BOENIG, VICE PRESIDENT
CLAYTON PROPERTIES GROUP, INC.,
DBA "BROHN HOMES"
6720 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TEXAS 78730

STATE OF TEXAS:
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ADAM BOENIG, VICE PRESIDENT OF CLAYTON PROPERTIES GROUP, INC., DBA "BROHN HOMES" KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 12th DAY OF August, 2022 A.D.

JENNIFER STEWART
Notary Public, State of Texas
Comm: Expires 02-23-2023
Notary ID 126015729

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THIS AMENDED PLAT WAS APPROVED BY THE CITY OF ELGIN, TEXAS, ON THIS THE 12th DAY OF AUGUST, 2022 A.D.

David Harrell
DAVID HARRELL
SUBDIVISION ADMINISTRATOR

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

I, ~~DANA DEBEAUVOIR~~ Rebecca Guerrero, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE

ON THE 12th DAY OF September 2022 A.D., AT 9:20 O'CLOCK, A M., AND DULY RECORDED

THIS THE 12th DAY OF September, 2022 A.D., AT 9:20 O'CLOCK, A M., IN THE OFFICIAL

PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. 202200242

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

Rebecca Guerrero
~~DANA DEBEAUVOIR~~, CLERK COUNTY COURT
OF TRAVIS COUNTY, TEXAS

BY: T. PEREZ DEPUTY

GENERAL NOTES

1. FINAL PLAT IS IN GENERAL CONFORMANCE WITH THE PRELIMINARY PLAT.
2. ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER. APPROVAL OF THIS PLAT BY THE CITY OF ELGIN DOES NOT REMOVE THESE RESPONSIBILITIES.
3. NO PORTION OF THIS SUBDIVISION IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR CONTRIBUTING ZONE.
4. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN'S CORPORATE CITY LIMITS, ONLY FOR THE LIMITED PURPOSE SET FORTH IN CITY OF ELGIN ORDINANCE NO. 2021-05-18-13, WITHIN BASTROP COUNTY AND TRAVIS COUNTY.
5. THIS PROJECT IS LOCATED IN THE LOWER COLORADO-CUMMINS WATERSHED WHICH IS CLASSIFIED AS A SUBURBAN WATER SUPPLY WATERSHED.
6. THIS SUBDIVISION LIES WITHIN THE ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 500 YEAR FLOOD PLAIN) OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0510H, EFFECTIVE DATE SEPTEMBER 26, 2008 AND IN ZONE "A" (AREAS SUBJECT TO INUNDATION BY THE 1-PERCENT-ANNUAL-CHANCE FLOOD EVENT) OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48021C0075E, EFFECTIVE DATE JANUARY 19, 2006.
7. THIS SUBDIVISION IS IN AND SERVED BY AQUA WATER SUPPLY CORPORATION CCN FOR WATER SERVICE.
8. THE SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN'S WASTEWATER CCN. ALTESSA MUD WILL PROVIDE RETAIL WASTEWATER SERVICE TO THE SUBDIVISION PURSUANT TO A WASTEWATER SERVICE AGREEMENT WITH THE CITY OF ELGIN APPROVED IN CITY OF ELGIN RESOLUTION NO. 2020-12-15-60.
9. NO DWELLING STRUCTURE MAY BE OCCUPIED UNTIL SUCH TIME AS WATER AND WASTEWATER CONNECTIONS ARE FULLY OPERATIONAL.
10. PUBLIC UTILITY EASEMENTS ARE TO BE USED FOR UTILITY SERVICE, INCLUDING TELECOMMUNICATION, GAS, AND ELECTRICITY PROVIDED TO LOTS WITHIN THIS SUBDIVISION AND THE OVERALL HARVEST RIDGE DEVELOPMENT ONLY. PUE'S ARE NOT ALLOWED FOR PASS-THRU OR PRIMARY MAINS SERVICING OUTSIDE DEVELOPMENT, UNLESS AGREED UPON IN WRITING WITH THE DEVELOPER/OWNER (CLAYTON PROPERTIES GROUP, INC.).
11. ALL ELECTRICAL, TELEPHONE, CABLE TELEVISION, GAS, AND SIMILAR UTILITY SERVICE LINES SHALL BE PLACED UNDERGROUND, SUCH LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE REGULATIONS AND REQUIREMENTS ESTABLISHED BY EACH UTILITY OR SERVICE COMPANY, AS APPLICABLE, AND CITY ORDINANCE.
12. NO FENCING SHALL BE PLACED IN THE AQUA EASEMENT ALONG HARVEST RIDGE BOULEVARD AND SHALL NOT RESTRICT ACCESS TO AQUA WATER METERS.
13. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, GRASS, LANDSCAPING, AND DRIVEWAY OR SIDEWALK PAVING. AQUA WATER SUPPLY CORPORATION SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING, OR RECONSTRUCTING ANY UTILITIES.
14. LOTS 28 AND 59, BLOCK A WILL BE CONVEYED TO ALTESSA MUD AND SHALL BE MAINTAINED BY ALTESSA MUD OR A HOMEOWNERS ASSOCIATION.

APPROVED BY:

Alan D McMurry 8/5/2022
AQUA WATER SUPPLY CORPORATION DATE

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 5th DAY OF August, 2022 BY ~~CLIFF KESSLER, PRESIDENT OF THE BOARD OF DIRECTORS~~ Alan David McMurry as General Manager OF AQUA WATER SUPPLY CORPORATION, A TEXAS NONPROFIT CORPORATION, ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC, STATE OF TEXAS

PATRICIA HERNANDEZ
Notary Public, State of Texas
Notary ID# 1209729-6
My Commission Expires
SEPTEMBER 8, 2024

STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP AND TRAVIS:

I, J. ADAM BERRY, P.E., DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF ELGIN, TEXAS.

ENGINEERING BY: DATE: 8/3/2022
J. ADAM BERRY, P.E. NO. 120743
BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

STATE OF TEXAS
J. ADAM BERRY
120743
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP AND TRAVIS:

THAT I, G. RENE ZAMORA, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE AND REGULATIONS OF THE CITY OF ELGIN, TEXAS.

SURVEYED BY: DATE: 8/18/22
G. RENE ZAMORA
ZAMORA, LLC
1425 LOOP 4 SOUTH
BUDA, TX 78610

STATE OF TEXAS
G. RENE ZAMORA
5682
PROFESSIONAL LAND SURVEYOR

PROJECT:	HARVEST RDGE SECTION ONE AM
JOB NUMBER:	1063-10
DATE:	JULY, 2022
SCALE:	1" = 100'
SURVEYOR:	ZAMORA
TECHNICIAN:	SEGURA
DRAWING:	HARVEST-RIDGE SEC1.DWG
FIELDNOTES:	
PARTYCHIEF:	
FIELDBOOKS:	

ZWA

Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 10062700
1425 South Loop 4 • Buda, Texas 78610
Telephone: (512) 295-6201 • Fax (512) 295-6091

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AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

SHEET 6 OF 6

ZWA PLAT No. 1063-10

UNOFFICIAL DOCUMENT

AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

7/206-A

LOCATION MAP
NOT TO SCALE

HARVEST RIDGE SEC. ONE

COUNTY LINE RD
95 NORTH
NORTH AVE C
U.S. 290
ELGIN

SCALE 1" = 100'
BASTROP COUNTY, TEXAS

TRAVIS COUNTY

APPROXIMATE SURVEY & COUNTY LINE

BASTROP COUNTY

CLAYTON PROPERTIES GROUP, INC.
DOC. NO. 201807699
O.P.R.B.C.T.

CLAYTON PROPERTIES GROUP, INC.
DOC. NO. 20190327B5
O.P.R.T.C.T.

THOMAS CHRISTIAN SURVEY ABSTRACT NO. 2296

S62°51'16"E 216.24'

S67°18'01"E 352.88'

HERITAGE MILL TRAIL

S02°35'55"W 189.31'

N75°41'50"E 120.48'

S15°13'52"E 152.82'

N74°46'08"E 344.75'

S27°42'43"W 123.56'

S07°22'55"W 154.68'

S27°10'16"W 1065.40'

HAYLOFT LANE

COUNTY LINE ROAD
(VARIABLE WIDTH R.O.W.)
N27°31'18"E 866.64'

HARVEST RIDGE BOULEVARD
(R.O.W. VARIES)

ROOST ROAD
(46' R.O.W.)
S62°54'25"E 718.91'
N62°54'25"W 796.63'

APPLEBERRY LANE
(46' R.O.W.)
S62°54'25"E 656.12'
S62°54'25"E 742.16'
N62°54'25"W 606.40'
S62°54'25"E 676.88'

HERITAGE MILL TRAIL
(46' R.O.W.)

N62°50'09"W 2008.67'

FAUSTO C. MARTINEZ AND MARIA SAUCEDO
(3.006 ACRES)
DOC. NO. 201108993 O.P.R.B.C.T.
DOC. NO. 201118356 O.P.R.T.C.T.

RANCH ROAD PEPPERGRASS LLC
(55.544 ACRES)
DOC. NO. 201917952
O.P.R.B.C.T.

THOMAS CHRISTIAN SURVEY ABSTRACT NO. 20

THOMAS CHRISTIAN SURVEY ABSTRACT NO. 2296

JONATHAN BURLESON SURVEY ABSTRACT NO. 2294

JONATHAN BURLESON SURVEY ABSTRACT NO. 18

NORMA JEANNE LARSON, ET AL
(103 ACRES)
VOLUME 2296, PAGE 547
O.P.R.B.C.T.

59
7.96 ACRE DRAINAGE DETENTION POND, PARKLAND AND OPEN SPACE LOT

65
4.22 ACRE AMENITY & OPEN SPACE LOT

28
1.02 ACRE DRAINAGE LOT

0.23 ACRE OPEN SPACE/ LANDSCAPE LOT

0.45 ACRE OPEN SPACE/ LANDSCAPE LOT

20' WASTEWATER EASEMENT
DOC.# 201807650
O.P.R.B.C.T

50' TEMPORARY CONSTRUCTION EASEMENT
DOC.# 201807650
O.P.R.B.C.T

FLOODPLAIN FEMA PANEL #48021C0075E DATED JANUARY 19, 2006

WATERWAY BUFFER ZONE

FILED
August 30, 2022
COUNTY CLERK
BASTROP COUNTY, TEXAS

COUNTY COURT OF BASTROP COUNTY, TEXAS

UNDER NO CIRCUMSTANCES WILL THE CITY BE OBLIGATED TO ACCEPT STREETS, ROADWAYS, ALLEYS, CURBS, GUTTERS/DRAINAGE SYSTEMS, SIDEWALKS, STREET LIGHTS, AND/OR RELATED IMPROVEMENTS WITHIN THE DISTRICT FOR OWNERSHIP, OPERATION, AND MAINTENANCE UNTIL SUCH TIME OF FULL-PURPOSE ANNEXATION. WITH RESPECT TO SUCH STREETS AND ROADWAYS WITHIN THE DISTRICT, THE DEVELOPER SHALL DESIGN AND CONSTRUCT THE STREETS AND ROADWAYS SOLELY TO THE CITY'S APPLICABLE STANDARDS, AS MODIFIED BY THE DEVELOPMENT AGREEMENT. THE DISTRICT WILL BE OBLIGATED TO ACCEPT, OPERATE, AND MAINTAIN THE STREETS AND ALL OTHER COMPONENTS THEREOF, INCLUDING BUT NOT LIMITED TO CURBS, GUTTER/DRAINAGE SYSTEMS, SIDEWALKS AND STREET LIGHTS.

PROJECT:	HARVEST RDGE SECTION ONE AM
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SCALE:	1" = 100'
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TECHNICIAN:	SEGURA
DRAWING:	HARVEST RIDGE SEC1.DWG
FIELDNOTES:	
PARTYCHIEF:	
FIELDBOOKS:	

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 10062700
1425 South Loop 4 • Buda, Texas 78610
Telephone: (512) 295-6201 • Fax (512) 295-6091

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TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

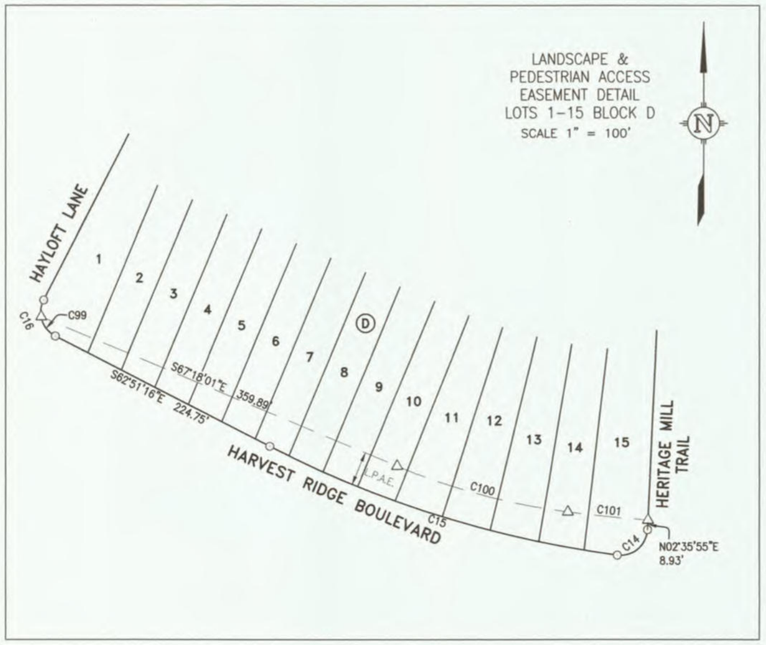
AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

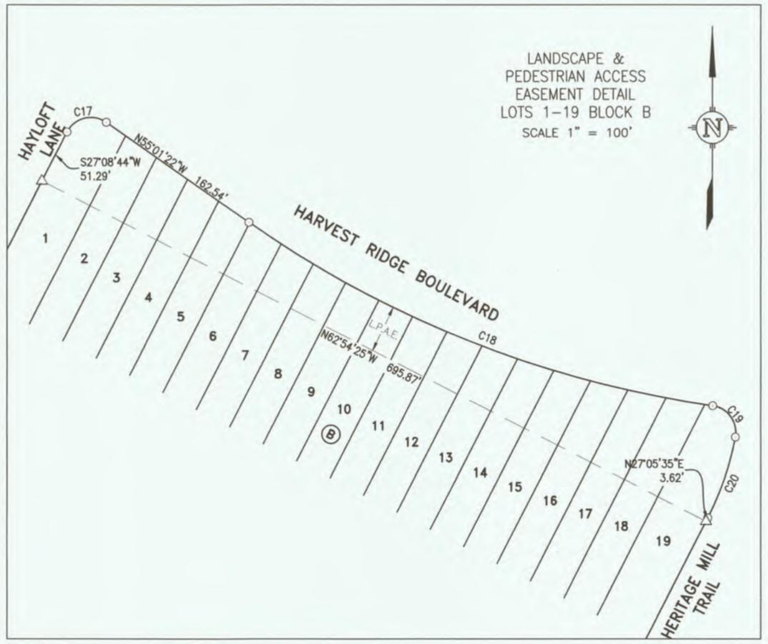
SHEET 1 OF 5

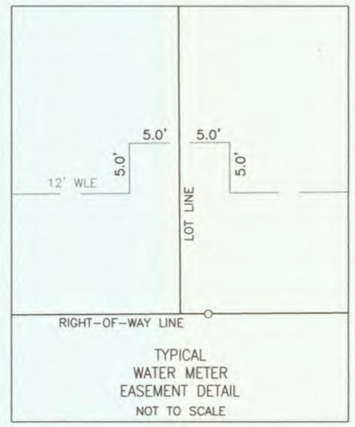
ZWA PLAT No. 1063-10

AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

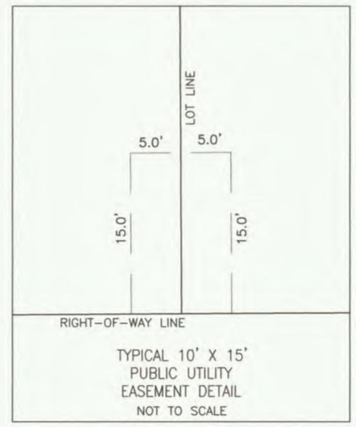
7/2006-B



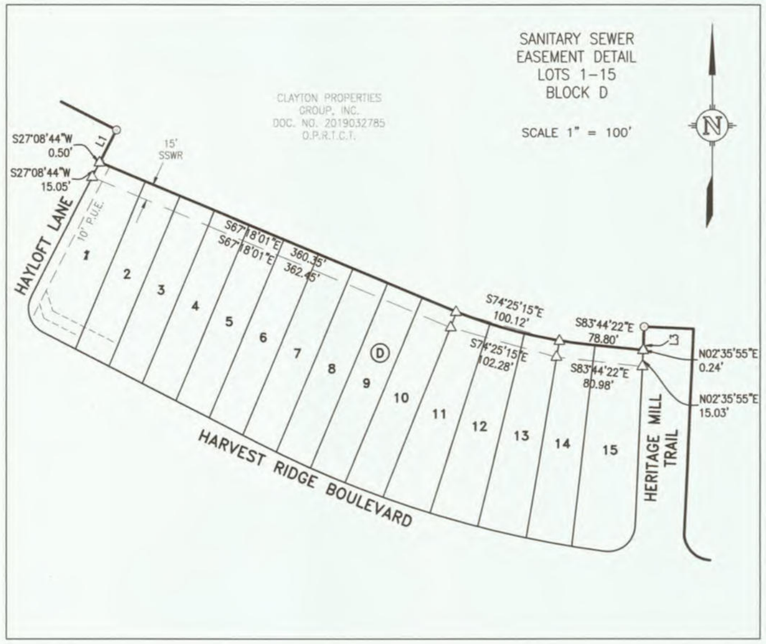


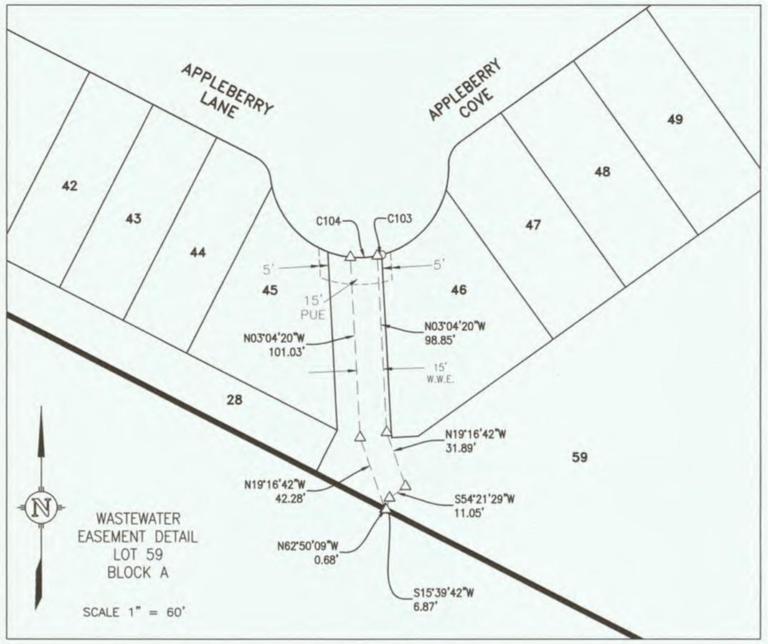


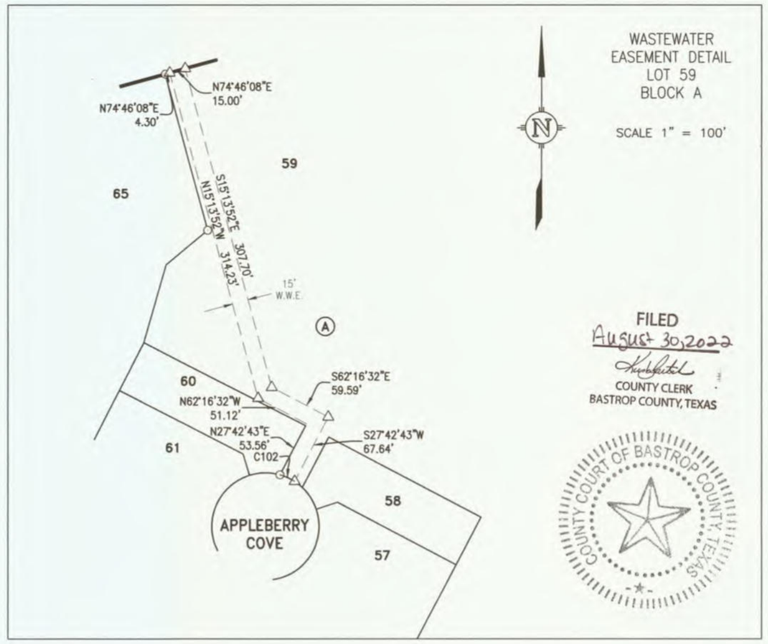
TYPICAL
WATER METER
EASEMENT DETAIL
NOT TO SCALE



TYPICAL 10' X 15'
PUBLIC UTILITY
EASEMENT DETAIL
NOT TO SCALE







FILED
August 30, 2022
COUNTY CLERK
BASTROP COUNTY, TEXAS

COUNTY COURT OF BASTROP COUNTY, TEXAS

PROJECT:	HARVEST RDGE SECTION ONE AM
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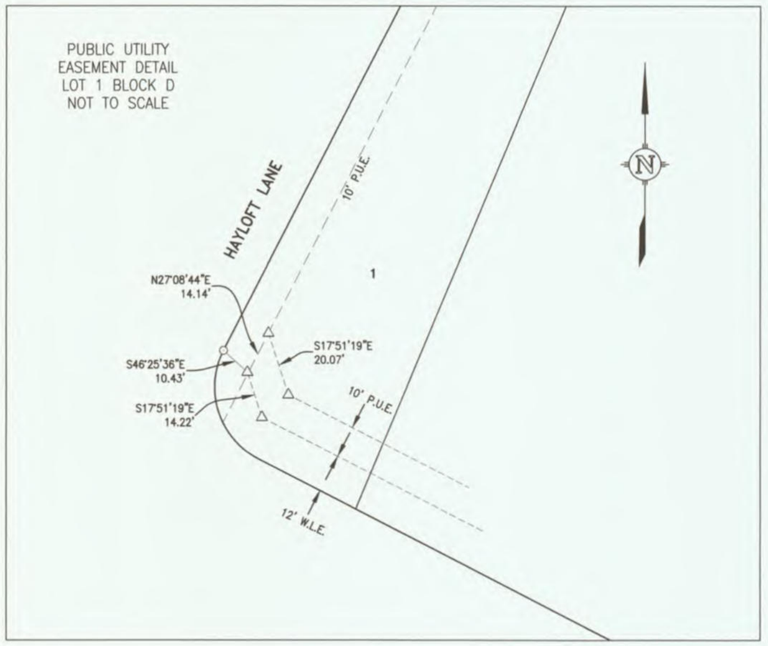
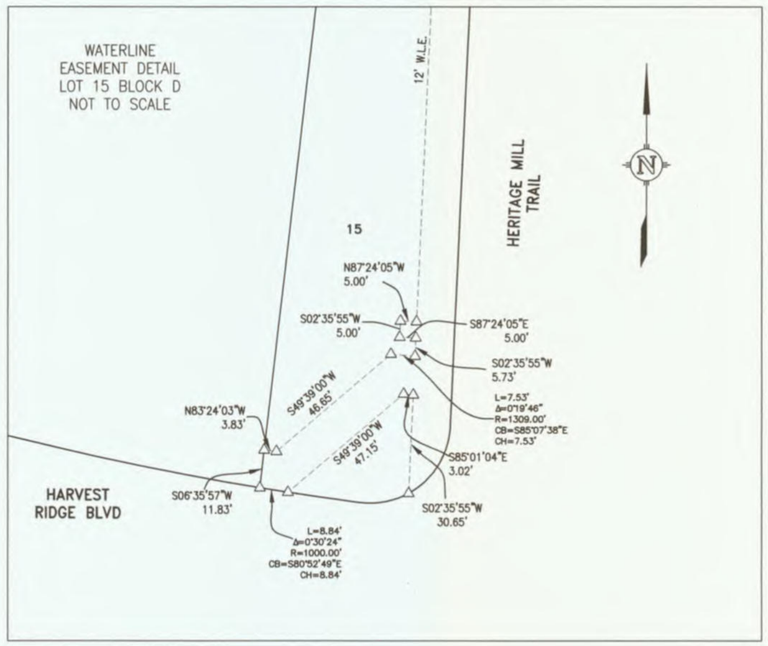
AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

7/207-A

AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE





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August 30, 2022
COUNTY CLERK
BASTROP COUNTY, TEXAS

COUNTY COURT OF BASTROP COUNTY, TEXAS

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AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

SHEET 3 OF 5

ZWA PLAT No. 1063-10

7/207-B

AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

CURVE TABLE					
CURVE	LENGTH	DELTA	RADIUS	BEARING	DISTANCE
C1	138.26'	16°59'57"	466.00'	S75°48'00"E	137.75'
C2	39.40'	90°17'52"	25.00'	S42°33'00"E	35.45'
C3	283.50'	16°15'32"	999.05'	N83°49'23"E	282.55'
C4	410.00'	23°29'30"	1000.00'	S86°30'53"W	407.14'
C5	39.20'	89°51'15"	25.00'	S72°13'06"W	35.31'
C6	28.71'	1°43'54"	950.00'	N61°59'19"W	28.71'
C7	38.51'	88°16'06"	25.00'	N16°59'19"W	34.82'
C8	14.76'	56°22'07"	15.00'	N55°19'48"E	14.17'
C9	176.97'	202°47'24"	50.00'	S17°52'50"E	98.03'
C10	14.76'	56°22'07"	15.00'	S88°54'32"W	14.17'
C11	14.76'	56°22'07"	15.00'	N34°43'21"W	14.17'
C12	39.27'	90°00'00"	25.00'	N72°08'44"E	35.36'
C13	39.43'	90°22'32"	25.00'	S17°39'58"E	35.47'
C14	41.44'	94°58'50"	25.00'	N50°05'20"E	36.86'
C15	341.50'	19°33'59"	1000.00'	S72°38'15"E	339.84'
C16	39.27'	90°00'00"	25.00'	S17°51'16"E	35.36'
C17	42.69'	97°49'54"	25.00'	S76°03'41"W	37.69'
C18	469.36'	26°53'33"	1000.00'	N68°28'08"W	465.07'
C19	40.37'	92°30'45"	25.00'	N35°39'33"W	36.12'
C20	79.75'	16°29'46"	277.00'	N18°50'43"E	79.48'
C21	23.56'	90°00'00"	15.00'	N72°05'35"E	21.21'
C22	39.29'	90°03'09"	25.00'	S17°52'50"E	35.37'
C23	23.56'	89°59'59"	15.00'	N72°05'35"E	21.21'
C24	23.72'	90°36'56"	15.00'	S17°35'57"E	21.33'
C25	72.56'	26°38'58"	156.00'	S41°02'00"W	71.91'
C26	27.37'	62°44'06"	25.00'	S85°43'32"W	26.03'
C27	23.56'	90°00'00"	15.00'	N17°54'25"W	21.21'
C28	153.13'	175°28'21"	50.00'	N85°43'32"E	99.92'
C29	14.76'	56°22'07"	15.00'	S26°10'25"W	14.17'
C30	93.95'	26°38'58"	202.00'	N41°02'00"E	93.11'
C31	14.20'	54°13'27"	15.00'	S54°49'14"W	13.67'
C32	251.72'	288°26'54"	50.00'	N62°17'29"W	58.46'
C33	14.20'	54°13'27"	15.00'	N00°35'47"E	13.67'
C34	23.40'	89°23'04"	15.00'	N72°24'03"E	21.10'
C35	21.99'	83°59'34"	15.00'	S20°54'39"E	20.07'
C36	36.45'	83°32'30"	25.00'	S50°55'47"W	33.31'
C37	312.96'	17°55'54"	1000.00'	N83°44'05"E	311.69'
C38	50.60'	2°53'57"	1000.00'	N59°05'04"W	50.59'
C39	32.00'	36°40'17"	50.00'	S65°10'43"W	31.46'
C40	43.98'	50°23'40"	50.00'	S21°38'45"W	42.57'
C41	33.35'	38°13'14"	50.00'	S22°39'42"E	32.74'
C42	47.16'	54°02'27"	50.00'	S68°47'32"E	45.43'
C43	20.48'	23°27'46"	50.00'	N72°27'21"E	20.33'
C44	0.83'	0°02'50"	1000.00'	S55°02'47"E	0.83'
C45	35.25'	2°01'11"	1000.00'	S56°04'48"E	35.25'
C46	35.13'	2°00'45"	1000.00'	S58°05'46"E	35.12'
C47	35.04'	2°00'28"	1000.00'	S60°06'23"E	35.04'
C48	35.01'	2°00'20"	1000.00'	S62°06'47"E	35.00'
C49	35.01'	2°00'21"	1000.00'	S64°07'08"E	35.01'
C50	35.06'	2°00'31"	1000.00'	S66°07'34"E	35.06'
C51	35.15'	2°00'50"	1000.00'	S68°08'14"E	35.15'
C52	35.28'	2°01'18"	1000.00'	S70°09'18"E	35.28'

CURVE TABLE					
CURVE	LENGTH	DELTA	RADIUS	BEARING	DISTANCE
C53	35.47'	2°01'55"	1000.00'	S72°10'55"E	35.46'
C54	35.70'	2°02'43"	1000.00'	S74°13'14"E	35.69'
C55	35.98'	2°03'41"	1000.00'	S76°16'25"E	35.97'
C56	36.31'	2°04'50"	1000.00'	S78°20'41"E	36.31'
C57	36.71'	2°06'11"	1000.00'	S80°26'11"E	36.70'
C58	7.46'	0°25'38"	1000.00'	S81°42'06"E	7.46'
C59	19.91'	1°08'26"	1000.00'	S63°25'29"E	19.91'
C60	35.03'	2°00'25"	1000.00'	S64°59'55"E	35.03'
C61	35.00'	2°00'20"	1000.00'	S67°00'17"E	35.00'
C62	37.70'	2°09'37"	1000.00'	S69°05'15"E	37.70'
C63	46.44'	2°39'39"	1000.00'	S71°29'53"E	46.44'
C64	46.40'	2°39'31"	1000.00'	S74°09'28"E	46.40'
C65	46.47'	2°39'46"	1000.00'	S76°49'07"E	46.47'
C66	43.23'	2°28'38"	1000.00'	S79°23'18"E	43.23'
C67	31.31'	1°47'38"	1000.00'	S81°31'26"E	31.31'
C68	7.77'	0°57'21"	466.00'	S67°46'41"E	7.77'
C69	33.22'	4°05'06"	466.00'	S70°17'55"E	33.22'
C70	33.22'	4°05'06"	466.00'	S74°23'01"E	33.22'
C71	33.22'	4°05'06"	466.00'	S78°28'08"E	33.22'
C72	30.81'	3°47'18"	466.00'	S82°24'20"E	30.81'
C73	4.65'	5°19'31"	50.00'	S09°12'03"E	4.65'
C74	50.16'	57°28'37"	50.00'	N40°36'07"W	48.08'
C75	30.65'	35°07'31"	50.00'	S86°54'10"E	30.17'
C76	53.65'	61°28'32"	50.00'	N44°47'48"E	51.11'
C77	14.02'	16°04'11"	50.00'	N06°01'27"E	13.98'
C78	15.95'	4°31'26"	202.00'	N52°05'46"E	15.95'
C79	23.08'	6°32'43"	202.00'	N46°33'41"E	23.06'
C80	45.19'	12°48'59"	202.00'	N36°52'50"E	45.09'
C81	9.74'	2°45'49"	202.00'	N29°05'25"E	9.74'
C82	3.85'	14°43'27"	15.00'	S35°04'14"W	3.84'
C83	10.34'	39°30'00"	15.00'	S62°10'58"W	10.14'
C84	48.40'	55°27'25"	50.00'	N54°12'15"E	46.53'
C85	39.46'	45°12'50"	50.00'	N03°52'08"E	38.44'
C86	24.33'	27°53'09"	50.00'	N32°40'52"W	24.10'
C87	24.25'	27°47'12"	50.00'	N60°31'02"W	24.01'
C88	28.86'	33°03'58"	50.00'	S89°03'23"W	28.46'
C89	39.07'	44°46'14"	50.00'	S50°08'18"W	38.08'
C90	47.36'	54°16'07"	50.00'	S00°37'07"W	45.61'
C91	11.12'	42°27'44"	15.00'	N05°17'04"W	10.86'
C92	3.08'	11°45'43"	15.00'	N21°49'39"E	3.07'
C93	492.52'	27°15'55"	1035.00'	S71°16'03"E	487.89'
C94	367.26'	20°19'51"	1035.00'	N84°56'04"E	365.34'
C95	84.19'	26°38'58"	181.00'	N41°02'00"E	83.43'
C96	127.40'	24°29'40"	298.00'	N14°50'45"E	126.43'
C97	67.24'	11°55'36"	323.00'	N15°07'20"E	67.11'
C98	40.50'	2°19'14"	1000.00'	N61°41'39"W	40.50'
C99	23.15'	53°03'24"	25.00'	S36°19'34"E	22.33'
C100	165.42'	15°15'44"	621.00'	S74°55'53"E	164.93'
C101	75.38'	3°16'10"	1321.00'	S84°11'50"E	75.37'
C102	15.08'	17°17'09"	50.00'	N65°46'03"W	15.03'
C103	2.54'	2°54'32"	50.00'	N76°59'20"E	2.54'
C104	15.06'	17°15'14"	50.00'	N87°04'13"E	15.00'

Line Table		
LINE	BEARING	DISTANCE
L1	N27°08'44"E	33.74'
L2	N84°17'59"W	48.15'
L3	S02°35'55"W	21.71'
L4	S87°24'05"E	46.00'
L5	S81°44'22"E	27.60'
L6	S27°42'31"W	11.29'
L7	N62°50'09"W	20.00'
L8	S84°17'59"E	2.93'
L9	S84°17'59"E	45.22'
L10	S62°50'09"E	25.00'
L11	N27°09'51"E	27.02'
L12	N86°55'40"E	15.05'
L13	N16°39'27"W	20.70'
L14	N27°42'43"E	51.58'
L15	S27°42'43"W	52.94'
L16	N72°04'52"E	20.76'
L17	N27°42'43"E	31.73'
L18	N03°27'32"W	6.31'
L19	N27°05'35"E	4.63'
L20	N27°42'31"E	47.72'
L21	S27°31'18"W	25.00'

LEGEND:

- ● 1/2" IRON ROD FOUND WITH CAP
- 1/2" IRON ROD SET WITH CAP UNLESS OTHERWISE NOTED
- ◎ CONCRETE MONUMENT SET
- ■ CONCRETE MONUMENT FOUND
- Ⓢ BLOCK NUMBER
- △ CALCULATED POINT
- P.U.E. PUBLIC UTILITY EASEMENT
- W.W.E. WASTEWATER EASEMENT
- L.P.A.E. LANDSCAPE & PEDESTRIAN ACCESS EASEMENT
- D.E. DRAINAGE EASEMENT
- W.L.E. AQUA WATERLINE EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- SSWR SANITARY SEWER EASEMENT
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS BASTROP COUNTY TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY TEXAS
- ( ) RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- ℄ COUNTY LINE
- ℄ SURVEY LINE
- BREAK LINE
- ■ 10' X 15' P.U.E.

STREET NAME	LINEAR FEET
HARVEST RIDGE BOULEVARD	1370 L.F.
HAYLOFT LANE	706 L.F.
APPLEBERRY LANE	1958 L.F.
HERITAGE MILL TRAIL	812 L.F.
ROOST ROAD	797 L.F.

DESCRIPTION OF A 44.328 ACRE TRACT OF LAND, SITUATED IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 2296, IN TRAVIS COUNTY, TEXAS AND THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 20, IN BASTROP COUNTY, TEXAS BEING THAT SAME CALLED FOR TRACT OF LAND AS CONVEYED TO CLAYTON PROPERTIES GROUP, INC., OF RECORD IN IN DOCUMENT NUMBERS 201807699 AND 201903261 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND DOCUMENT NUMBER 2019032785 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 44.448 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE SAID CLAYTON PROPERTIES GROUP, INC., OF SAID DOCUMENT NUMBER 2019032785, BEING ALSO THE NORTHWEST CORNER OF THAT CERTAIN 3.006 ACRE TRACT OF LAND CONVEYED TO FAUSTO C. MARTINEZ AND MARIA SAUCEDO OF RECORD IN DOCUMENT NUMBER 201108993 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS AND BEING ON THE EAST LINE OF COUNTY LINE ROAD A VARIABLE WIDTH RIGHT-OF-WAY, FROM WHICH THE SURVEY CORNER, A CALCULATED POINT, BEING THE SOUTHEAST CORNER OF THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 2296, THE SOUTHWEST CORNER OF THE THOMAS CHRISTIAN SURVEY, ABSTRACT NO. 20, THE NORTHEAST CORNER OF THE JONATHAN BURLESON SURVEY, ABSTRACT NO. 2294, AND THE NORTHWEST CORNER OF THE JONATHAN BURLESON SURVEY, ABSTRACT NO. 18, BEARS S 06°36'52"W 1594.85 FEET;

THENCE, N 27°31'18" E, WITH THE EAST LINE OF SAID COUNTY LINE ROAD AND THE WEST LINE OF THE HEREIN DESCRIBED TRACT 866.64 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET AND THE POINT OF BEGINNING, BEING ALSO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING OVER AND ACROSS SAID CLAYTON TRACT AND BEING THE EAST LINE OF THE HEREIN DESCRIBED TRACT THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES:

1. S 62°51'16" E, FOR A DISTANCE OF 216.24 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
2. S 27°08'44" W, FOR A DISTANCE OF 33.74 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
3. S 67°18'01" E, FOR A DISTANCE OF 352.88 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
4. ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 466.00 FEET, A CENTRAL ANGLE OF 16°59'57", AN ARC LENGTH OF 138.26 FEET, A LONG CHORD WHICH BEARS, S 75°48'00" E, FOR A CHORD DISTANCE OF 137.75 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
5. S 84°17'59" E, FOR A DISTANCE OF 48.15 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
6. N 02°35'55" E, FOR A DISTANCE OF 21.71 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
7. S 87°24'05" E, FOR A DISTANCE OF 46.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
8. S 02°35'55" W, FOR A DISTANCE OF 189.31 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
9. ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°17'52", AN ARC LENGTH OF 39.40 FEET, A LONG CHORD WHICH BEARS, S 42°33'00" E, FOR A CHORD DISTANCE OF 35.45 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
10. ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 999.05 FEET, A CENTRAL ANGLE OF 16°15'32", AN ARC LENGTH OF 283.50 FEET, A LONG CHORD WHICH BEARS, N 83°49'23" E, FOR A CHORD DISTANCE OF 282.55 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
11. N 75°41'50" E, FOR A DISTANCE OF 120.48 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
12. S 15°13'52" E, FOR A DISTANCE OF 152.82 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
13. N 74°46'08" E, FOR A DISTANCE OF 344.75 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
14. ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 23°29'30", AN ARC LENGTH OF 410.00 FEET, A LONG CHORD WHICH BEARS, N 86°30'53" E, FOR A CHORD DISTANCE OF 407.14 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
15. S 81°44'22" E, FOR A DISTANCE OF 27.60 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET,
16. S 27°42'43" W, FOR A DISTANCE OF 123.56 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "ZWA" SET, AND
17. S 07°22'55" W, FOR A DISTANCE OF 154.68 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID DOCUMENT NUMBER 201903261, BEING ALSO THE NORTHWEST CORNER OF THAT CERTAIN 103 ACRE TRACT OF LAND CONVEYED TO NORMA JEANNE LARSON, ET AL. OF RECORD IN VOLUME 2296, PAGE 347 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS,

THENCE, S 27°10'16" W, CONTINUING ALONG THE WEST LINE OF SAID LARSON TRACT AND THE EAST LINE OF HEREIN DESCRIBED TRACT FOR A DISTANCE OF 1065.40 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID LARSON TRACT, BEING ALSO IN THE NORTH LINE OF THAT CERTAIN 55.544 ACRE TRACT OF LAND DESCRIBED IN A DEED TO RANCH ROAD PEPPERGRASS, LLC. OF RECORD IN DOCUMENT NUMBER 201917952 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 62°50'09" W, WITH THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT FOR A DISTANCE OF 2008.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 44.328 ACRES OF LAND.

AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

OWNER:	CLAYTON PROPERTIES GROUP, INC., DBA "BROHN HOMES" 6720 VAUGHT RANCH ROAD, SUITE 200 AUSTIN, TEXAS 78730
ACREAGE:	44.328 ACRES
SURVEY:	THOMAS CHRISTIAN SURVEY ABSTRACT NO. 2296 THOMAS CHRISTIAN SURVEY ABSTRACT NO. 20
NUMBER OF BLOCKS:	5 BLOCKS
NUMBER OF LOTS:	147 RESIDENTIAL LOTS 1 AMENITY & OPEN SPACE LOT, 1 DRAINAGE LOT, 1 DRAINAGE DETENTION POND, PARKLAND AND OPEN SPACE LOT, AND 2 OPEN SPACE/LANDSCAPE LOTS
LF OF NEW STREETS:	5,643 LINEAR FEET
DATE:	JULY, 2022
SURVEYOR:	ZAMORA, L.L.C. 1425 S. LOOP 4 BUDA, TEXAS 78610
ENGINEER:	BGE, INC 101 W. LOUIS HENNA BLVD., SUITE 400 AUSTIN, TEXAS 78728
PLAT SUBMITTED:	JULY 13, 2022
PLAT REVISED:	AUGUST 3, 2022

FILED
August 30, 2022
COUNTY CLERK
BASTROP COUNTY, TEXAS

COUNTY COURT OF BASTROP COUNTY, TEXAS

PROJECT:	HARVEST RDGE SECTION ONE AM
JOB NUMBER:	1063-10
DATE:	JULY, 2022
SCALE:	1" = 100'
SURVEYOR:	ZAMORA
TECHNICIAN:	SEGURA
DRAWING:	HARVEST RIDGE SEC1.DWG
FIELDNOTES:	
PARTYCHIEF:	
FIELDBOOKS:	

ZWA
Zamora, L.L.C.
Professional Land Surveyors
Texas Firm No. 10062700
1425 South Loop 4 • Buda, Texas 78610
Telephone: (512) 295-6201 • Fax (512) 295-6091

BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TX 78728
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

7/208-A

HARVEST RIDGE SUBDIVISION SECTION ONE

STATE OF TEXAS:
COUNTY OF TRAVIS:

KNOW ALL MEN BY THESE PRESENTS: THAT, CLAYTON PROPERTIES GROUP, INC., DBA "BROHN HOMES", BEING OWNER OF THAT CERTAIN 44.328 ACRES OF LAND PREVIOUSLY RECORDED BY DEED RECORDED IN VOLUME 7, PAGES 156-B, 157-A, 157-B, AND 158-A OF THE PLAT RECORDS OF BASTROP COUNTY TEXAS, DO HEREBY AMEND SAID 44.328 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS:

AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

AND DOES HEREBY DEDICATE TO THE PUBLIC, THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE 12 DAY OF August, 2022 A.D.

ADAM BOENIG, VICE PRESIDENT
CLAYTON PROPERTIES GROUP, INC.,
DBA "BROHN HOMES"
6720 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TEXAS 78730

STATE OF TEXAS:
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ADAM BOENIG, VICE PRESIDENT OF CLAYTON PROPERTIES GROUP, INC., DBA "BROHN HOMES" KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 12th DAY OF August, 2022 A.D.

JENNIFER STEWART
Notary Public, State of Texas
Comm. Expires 02-23-2023
Notary ID 126016728

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVED BY THE ~~PLANNING AND ZONING COMMISSION OF THE~~ CITY OF ELGIN, TEXAS, ON THIS THE 15th DAY OF Aug., 2022, A.D.

David Harrell
DAVID HARRELL
~~CHAIRPERSON~~ SUBDIVISION ADMINISTRATOR

~~SECRETARY~~

STATE OF TEXAS:
COUNTY OF BASTROP:

I, ~~ROSE PIETSCH~~, Krista Bartsch, CLERK OF BASTROP COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 30th DAY OF August, 2022 A.D. AT 2:00 O'CLOCK P.M., AND DULY RECORDED ON THE 30th DAY OF August, 2022 A.D., AT 2:00 O'CLOCK P.M., IN THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, IN DOCUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE 30th DAY OF August, 2022 A.D.

Krista Bartsch
~~ROSE PIETSCH~~, COUNTY CLERK, BASTROP COUNTY, TEXAS
BY: ~~DEPUTY~~

FILED FOR RECORD AT 2:00 O'CLOCK P.M., THIS THE 30th DAY OF August, 2022 A.D.
Krista Bartsch, COUNTY CLERK, BASTROP COUNTY, TEXAS
BY: ~~DEPUTY~~

FILED
August 30, 2022
COUNTY CLERK
BASTROP COUNTY, TEXAS

COUNTY COURT OF BASTROP COUNTY, TEXAS

GENERAL NOTES

1. FINAL PLAT IS IN GENERAL CONFORMANCE WITH THE PRELIMINARY PLAT.
2. ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER. APPROVAL OF THIS PLAT BY THE CITY OF ELGIN DOES NOT REMOVE THESE RESPONSIBILITIES.
3. NO PORTION OF THIS SUBDIVISION IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR CONTRIBUTING ZONE.
4. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN'S CORPORATE CITY LIMITS, ONLY FOR THE LIMITED PURPOSE SET FORTH IN CITY OF ELGIN ORDINANCE NO. 2021-05-18-13, WITHIN BASTROP COUNTY AND TRAVIS COUNTY.
5. THIS PROJECT IS LOCATED IN THE LOWER COLORADO-CUMMINS WATERSHED WHICH IS CLASSIFIED AS A SUBURBAN WATER SUPPLY WATERSHED.
6. THIS SUBDIVISION LIES WITHIN THE ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 500 YEAR FLOOD PLAIN) OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48453C0510H, EFFECTIVE DATE SEPTEMBER 26, 2008 AND IN ZONE "A" (AREAS SUBJECT TO INUNDATION BY THE 1-PERCENT-ANNUAL-CHANCE FLOOD EVENT) OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48021C0075E, EFFECTIVE DATE JANUARY 19, 2006.
7. THIS SUBDIVISION IS IN AND SERVED BY AQUA WATER SUPPLY CORPORATION CCN FOR WATER SERVICE.
8. THE SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN'S WASTEWATER CCN. ALTESSA MUD WILL PROVIDE RETAIL WASTEWATER SERVICE TO THE SUBDIVISION PURSUANT TO A WASTEWATER SERVICE AGREEMENT WITH THE CITY OF ELGIN APPROVED IN CITY OF ELGIN RESOLUTION NO. 2020-12-15-60.
9. NO DWELLING STRUCTURE MAY BE OCCUPIED UNTIL SUCH TIME AS WATER AND WASTEWATER CONNECTIONS ARE FULLY OPERATIONAL.
10. PUBLIC UTILITY EASEMENTS ARE TO BE USED FOR UTILITY SERVICE, INCLUDING TELECOMMUNICATION, GAS, AND ELECTRICITY PROVIDED TO LOTS WITHIN THIS SUBDIVISION AND THE OVERALL HARVEST RIDGE DEVELOPMENT ONLY. PUE'S ARE NOT ALLOWED FOR PASS-THRU OR PRIMARY MAINS SERVICING OUTSIDE DEVELOPMENT, UNLESS AGREED UPON IN WRITING WITH THE DEVELOPER/OWNER (CLAYTON PROPERTIES GROUP, INC.).
11. ALL ELECTRICAL, TELEPHONE, CABLE TELEVISION, GAS, AND SIMILAR UTILITY SERVICE LINES SHALL BE PLACED UNDERGROUND, SUCH LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE REGULATIONS AND REQUIREMENTS ESTABLISHED BY EACH UTILITY OR SERVICE COMPANY, AS APPLICABLE, AND CITY ORDINANCE.
12. NO FENCING SHALL BE PLACED IN THE AQUA EASEMENT ALONG HARVEST RIDGE BOULEVARD AND SHALL NOT RESTRICT ACCESS TO AQUA WATER METERS.
13. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, GRASS, LANDSCAPING, AND DRIVEWAY OR SIDEWALK PAVING. AQUA WATER SUPPLY CORPORATION SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING, OR RECONSTRUCTING ANY UTILITIES.
14. LOTS 28 AND 59, BLOCK A WILL BE CONVEYED TO ALTESSA MUD AND SHALL BE MAINTAINED BY ALTESSA MUD OR A HOMEOWNERS ASSOCIATION.

APPROVED BY:

AQUA WATER SUPPLY CORPORATION — 8/5/2022 DATE

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 5th DAY OF August, 2022, BY ~~CLIFF KESSLER, PRESIDENT OF THE BOARD OF~~ Alan David McMurry as General Manager ~~DIRECTORS~~ OF AQUA WATER SUPPLY CORPORATION, A TEXAS NONPROFIT CORPORATION, ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC, STATE OF TEXAS

PATRICIA HERNANDEZ
Notary Public, State of Texas
Notary ID# 1209729-6
My Commission Expires
SEPTEMBER 8, 2024

STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP AND TRAVIS:

I, J. ADAM BERRY, P.E., DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF ELGIN, TEXAS.

ENGINEERING BY: _____ DATE: 8/3/2022
J. ADAM BERRY, P.E. NO. 120743
BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

STATE OF TEXAS
J. ADAM BERRY
120743
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS:
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP AND TRAVIS:

THAT I, G. RENE ZAMORA, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF ELGIN, TEXAS.

SURVEYED BY: _____ DATE: 8/12/22
G. RENE ZAMORA
ZAMORA, LLC
1425 LOOP 4 SOUTH
BUDA, TX 78610

STATE OF TEXAS
REGISTERED
G. RENE ZAMORA
5682
PROFESSIONAL
LAND SURVEYOR

PROJECT:	HARVEST RDGE SECTION ONE AM
JOB NUMBER:	1063-10
DATE:	JULY, 2022
SCALE:	1" = 100'
SURVEYOR:	ZAMORA
TECHNICIAN:	SEGURA
DRAWING:	HARVEST RIDGE SEC1.DWG
FIELDNOTES:	
PARTYCHIEF:	
FIELDBOOKS:	

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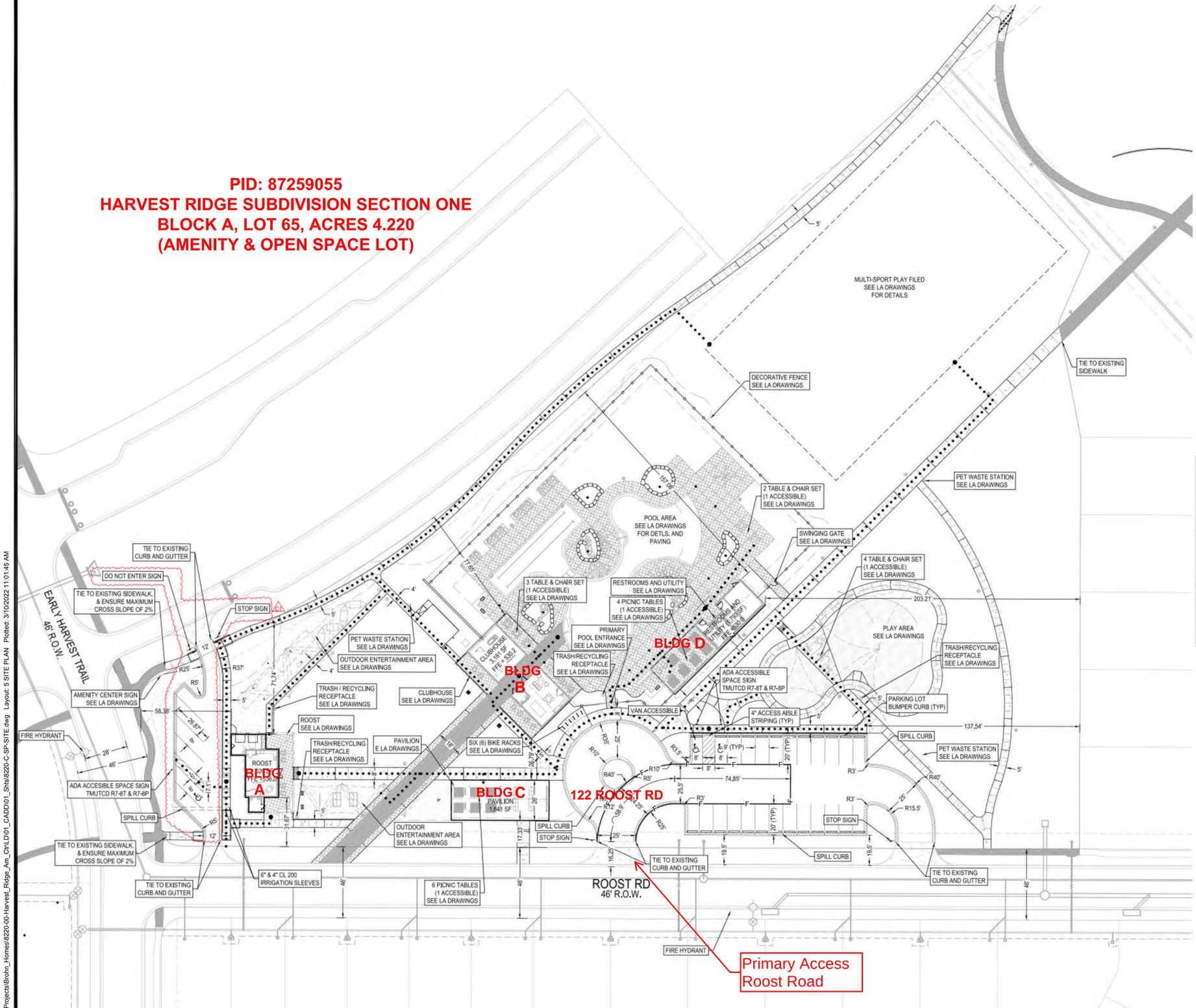
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE

PID: 87259055
HARVEST RIDGE SUBDIVISION SECTION ONE
BLOCK A, LOT 65, ACRES 4.220
(AMENITY & OPEN SPACE LOT)



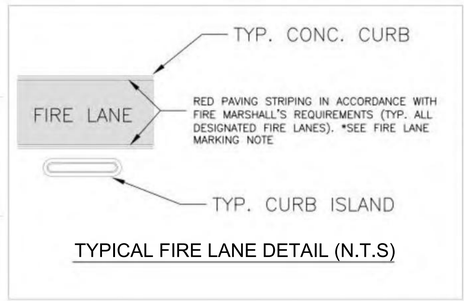
0 15' 30' 60'
SCALE: 1" = 30'

LEGEND

- PROPERTY BOUNDARY
- BUILDING SETBACK
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- SIDEWALK - SEE LANDSCAPE PLAN FOR DETAILS
- ASPHALT PAVEMENT
- SPILL CURB
- ACCESSIBLE ROUTE

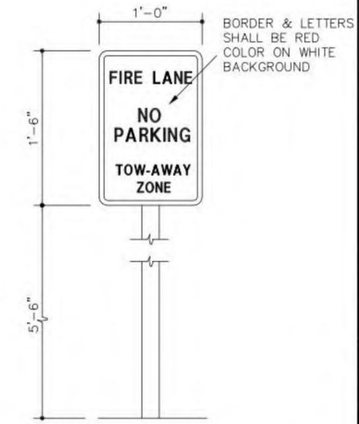
NOTES:
1. ALL DIMENSIONS TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. CIVIL SCOPE IS FOR PARKING LOT AND CURB LINES ONLY. FOR INFORMATION PERTAINING TO THE SITE PAST THE CURB LINE, REFER TO LANDSCAPE ARCHITECTURE DRAWINGS.

PARKING TABLE	
	QUANTITY
STANDARD PARKING (9'x20')	23
45° ANGLE PARKING	4
ADA PARKING	3
TOTAL PROVIDED	**30**



TYPICAL FIRE LANE DETAIL (N.T.S)

(OPTIONAL AT FIRE MARSHALL'S DISCRETION)



1 FIRE LANE SIGNAGE

REV	DESCRIPTION	DATE
	REVISE PARKING LAYOUT, RELOCATE STOP SIGN & DO NOT ENTER SIGN	3/08/2022
DESIGNED BY:	JG	
REVIEWED BY:	BG	
DRAWN BY:	JG	

BGE, INC.
1701 DIRECTORS BLVD, SUITE 1000
AUSTIN, TX 78744
TBPE Registration No. F-1046
TEL: 512-879-0400 www.bgeinc.com

HARVEST RIDGE AMENITY CENTER
ELGIN, TEXAS

SITE PLAN

BRIAN J. GRACE
121846
LICENSED PROFESSIONAL ENGINEER

G:\TX\Cl\Projects\Brohn_Homes\8220-00-Harvest_Ridge_Am_Ctr\LD\01_CADD\01_Shts\8220-C-SP-SITE.dwg Layout: 5 SITE PLAN Plotted: 3/10/2022 11:01:45 AM

7/230-B

LEGEND

A.W.L.E.	AQUA WATER LINE EASEMENT
D.E.	DRAINAGE EASEMENT
DOC.	DOCUMENT
D.R.T.C.	DEED RECORDS OF TRAVIS COUNTY
ESMT.	EASEMENT
L.S.	LANDSCAPE
L.S.E.	LANDSCAPE EASEMENT
NO.	NUMBER
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
O.S.	OPEN SPACE
PG.	PAGE
P.A.	PUBLIC ACCESS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
W.W.	WASTEWATER
W.L.	WATER LINE
W.L.E.	WATER LINE EASEMENT
W.W.L.E.	WASTEWATER LINE EASEMENT
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
Δ	CALCULATED POINT
○	SET 1/2" IRON ROD W/ "BGE, INC." CAP
	LAND HOOK SYMBOL
	SCALE BREAK SYMBOL

UNDER NO CIRCUMSTANCES WILL THE CITY BE OBLIGATED TO ACCEPT STREETS, ROADWAYS, ALLEYS, CURBS, GUTTERS/DRAINAGE SYSTEMS, SIDEWALKS, STREET LIGHTS, AND/OR RELATED IMPROVEMENTS WITHIN THE DISTRICT FOR OWNERSHIP, OPERATION, AND MAINTENANCE UNTIL SUCH TIME OF FULL-PURPOSE ANNEXATION. WITH RESPECT TO SUCH STREETS AND ROADWAYS WITHIN THE DISTRICT, THE DEVELOPER SHALL DESIGN AND CONSTRUCT THE STREETS AND ROADWAYS SOLELY TO THE CITY'S APPLICABLE STANDARDS, AS MODIFIED BY THE DEVELOPMENT AGREEMENT. THE DISTRICT WILL BE OBLIGATED TO ACCEPT, OPERATE AND MAINTAIN THE STREETS AND ALL OTHER COMPONENTS THEREOF, INCLUDING BUT NOT LIMITED TO CURBS, GUTTER/DRAINAGE SYSTEMS, SIDEWALKS AND STREET LIGHTS.

FINAL PLAT
HARVEST RIDGE SUBDIVISION SECTION TWO

A SUBDIVISION OF 37.257 ACRES OF LAND LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20 BASTROP COUNTY, TEXAS AND THE T. CHRISTIAN SURVEY, ABSTRACT NO. 2296 TRAVIS COUNTY, TEXAS

OWNER: CLAYTON PROPERTIES GROUP, INC. DBA BROHN HOMES
ADDRESS: 6720 VAUGHT RANCH ROAD, SUITE 200 AUSTIN, TX. 78730
PHONE: 512-551-1670 FAX:

ACREAGE: 37.257 ACRES
SURVEY: T. CHRISTIAN SURVEY, ABSTRACT NO. 20
T. CHRISTIAN SURVEY, ABSTRACT NO. 2296

NUMBER AND ACREAGE BY LOT TYPE: (SEE LAND USE SCHEDULE, SHEET 2)

PLAT SUBMITTED: 03/22/2021
PLAT REVISED: 09/03/2021
PLAT REVISED 2: 02/10/2022
PLAT REVISED 3: 06/07/2022
PLAT REVISED 4: 07/19/2022
PLAT REVISED 5: 09/01/2022

SURVEYOR: BGE, INC. (DION P. ALBERTSON, RPLS)
PHONE: 210-581-3619 FAX:

ENGINEER: BGE, INC. (ADAM BERRY, PE)
PHONE: 512-879-0400 FAX:

FILED
Dec 16, 2022
COUNTY CLERK
BASTROP COUNTY, TEXAS

BGE

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

7/231-A

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	15.00'	90°00'10"	23.56'	S 17°51'20" E	21.21'
C2	597.00'	33°23'37"	347.95'	S 79°33'13" E	343.04'
C3	15.00'	99°13'48"	25.98'	N 34°08'04" E	22.85'
C4	325.00'	9°13'48"	52.36'	S 10°51'56" E	52.30'
C5	1001.88'	21°45'39"	380.44'	S 85°40'05" W	378.16'
C6	999.05'	16°15'32"	283.50'	N 83°49'23" E	282.50'
C7	25.00'	90°17'53"	39.40'	S 42°33'00" E	35.45'
C8	469.29'	16°52'46"	138.25'	S 75°48'00" E	137.75'
C9	279.00'	3°04'18"	14.98'	S 81°01'36" E	14.98'
C10	275.00'	9°24'30"	45.16'	S 10°53'14" E	45.11'
C11	321.00'	23°47'03"	133.25'	N 3°37'54" W	132.30'
C12	15.00'	90°00'00"	23.56'	S 36°44'22" E	21.21'
C13	1540.00'	21°07'52"	567.97'	S 86°15'48" W	564.75'
C14	15.00'	88°34'05"	23.19'	N 52°32'40" E	20.95'
C15	275.00'	23°47'03"	114.16'	N 3°37'54" W	113.34'
C16	15.00'	80°43'37"	21.13'	N 55°53'14" W	19.43'
C17	1025.00'	6°56'56"	124.31'	N 87°13'26" E	124.24'
C18	25.00'	88°09'59"	38.44'	S 46°38'55" W	34.76'
C19	25.00'	86°39'35"	37.81'	N 40°43'52" W	34.31'
C20	1025.00'	1°29'54"	26.81'	S 83°18'42" E	26.81'
C21	325.00'	15°15'44"	86.57'	S 74°55'53" E	86.32'
C22	25.00'	85°33'15"	37.33'	S 69°55'22" W	33.96'
C23	15.00'	56°22'07"	14.76'	N 1°02'18" W	14.17'
C24	50.00'	196°17'29"	173.04'	S 69°55'22" W	98.73'
C25	15.00'	56°22'07"	14.76'	S 39°06'53" E	14.17'
C26	278.00'	15°15'44"	74.32'	S 74°55'53" E	74.10'
C27	979.00'	1°09'43"	19.85'	S 83°08'36" E	19.85'
C28	25.00'	93°40'37"	40.87'	N 49°26'14" E	36.47'
C29	447.00'	65°27'11"	510.64'	N 30°07'40" W	483.32'
C30	100.00'	5°42'22"	9.96'	N 65°42'28" W	9.95'
C31	100.00'	5°42'21"	9.96'	S 65°42'27" E	9.95'
C32	25.00'	90°00'00"	39.27'	S 72°08'44" W	35.36'
C33	25.00'	90°00'00"	39.27'	S 17°51'16" E	35.36'
C34	493.00'	36°18'11"	312.33'	N 44°42'10" W	307.13'
C35	15.00'	85°56'11"	22.50'	S 69°31'10" E	20.45'
C36	279.00'	40°22'00"	196.56'	N 47°18'45" E	192.52'
C37	447.00'	6°05'47"	47.56'	N 59°48'22" W	47.54'
C38	447.00'	6°45'52"	52.77'	N 53°22'32" W	52.74'
C39	447.00'	6°45'52"	52.77'	N 46°36'40" W	52.74'
C40	447.00'	6°45'52"	52.77'	N 39°50'48" W	52.74'
C41	447.00'	6°45'52"	52.77'	N 33°04'56" W	52.74'
C42	447.00'	6°45'52"	52.77'	N 26°19'04" W	52.74'
C43	447.00'	6°45'52"	52.77'	N 19°33'11" W	52.74'
C44	447.00'	6°45'52"	52.77'	N 12°47'19" W	52.74'
C45	447.00'	6°45'52"	52.77'	N 6°01'27" W	52.74'
C46	447.00'	5°14'26"	40.89'	N 0°01'16" W	40.87'
C47	279.00'	11°28'37"	55.89'	S 73°45'09" E	55.79'
C48	279.00'	0°42'49"	3.48'	S 67°39'26" E	3.48'
C49	15.00'	28°48'00"	7.54'	S 52°54'01" E	7.46'
C50	15.00'	27°34'07"	7.22'	S 24°42'57" E	7.15'
C51	50.00'	48°26'37"	42.28'	N 35°09'12" W	41.03'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C52	50.00'	33°59'42"	29.67'	N 76°22'22" W	29.23'
C53	50.00'	42°39'53"	37.23'	S 65°17'50" W	36.38'
C54	50.00'	54°51'55"	47.88'	S 16°31'58" W	46.07'
C55	50.00'	18°19'22"	15.99'	S 20°03'42" E	15.92'
C56	325.00'	2°04'19"	11.75'	S 68°20'11" E	11.75'
C57	325.00'	6°50'10"	38.78'	S 72°47'25" E	38.75'
C58	325.00'	6°21'15"	36.04'	S 79°23'08" E	36.02'
C59	325.00'	6°21'15"	36.04'	S 79°23'08" E	36.02'
C60	478.56'	1°29'26"	12.45'	S 83°19'47" E	12.45'
C61	478.56'	6°23'13"	53.35'	S 79°23'28" E	53.32'
C62	478.56'	6°39'19"	55.59'	S 72°52'12" E	55.56'
C63	478.56'	2°01'03"	16.85'	S 68°32'01" E	16.85'
C64	1025.00'	1°14'12"	22.12'	S 89°55'12" E	22.12'
C65	1025.00'	2°14'10"	40.01'	N 88°20'37" E	40.00'
C66	1025.00'	2°12'51"	39.61'	N 86°07'06" E	39.61'
C67	1025.00'	1°15'43"	22.57'	N 84°22'49" E	22.57'
C68	275.00'	2°36'33"	12.52'	N 14°13'09" W	12.52'
C69	275.00'	21°10'30"	101.63'	N 2°19'37" W	101.06'
C70	1540.00'	0°53'33"	23.99'	N 83°37'04" W	23.99'
C71	1540.00'	1°19'44"	35.72'	N 84°43'43" W	35.72'
C72	1540.00'	1°19'33"	35.56'	N 86°03'16" W	35.56'
C73	1540.00'	1°19'05"	35.42'	N 87°22'30" W	35.42'
C74	1540.00'	1°18'49"	35.31'	N 88°41'27" W	35.31'
C75	1540.00'	1°18'36"	35.21'	S 89°59'00" W	35.21'
C76	1540.00'	1°18'25"	35.13'	S 88°41'20" W	35.13'
C77	1540.00'	1°18'13"	35.07'	S 87°22'56" W	35.07'
C78	1540.00'	4°48'37"	129.29'	S 84°19'31" W	129.25'
C79	1540.00'	1°18'12"	35.03'	S 81°16'07" W	35.03'
C80	1540.00'	1°18'18"	35.08'	S 79°57'51" W	35.08'
C81	1540.00'	1°18'23"	35.14'	S 78°39'29" W	35.14'
C82	1540.00'	1°18'31"	35.22'	S 77°20'57" W	35.22'
C83	1540.00'	0°59'49"	26.79'	S 76°11'44" W	26.79'
C84	999.05'	1°26'58"	25.27'	N 76°25'06" E	25.27'
C85	999.05'	2°01'01"	35.17'	N 78°09'05" E	35.17'
C86	999.05'	2°00'41"	35.07'	N 80°09'56" E	35.07'
C87	999.05'	2°10'40"	37.97'	N 82°15'36" E	37.97'
C88	999.05'	2°16'41"	39.75'	N 84°29'20" E	39.75'
C89	999.05'	2°16'50"	39.78'	N 86°46'09" E	39.76'
C90	999.05'	2°16'50"	39.77'	N 89°02'59" E	39.76'
C91	999.05'	1°45'45"	30.73'	S 88°55'43" E	30.73'
C92	493.00'	23°17'25"	200.40'	N 51°12'33" W	199.02'
C93	493.00'	13°00'46"	111.97'	N 33°03'28" W	111.73'
C94	279.00'	9°32'43"	46.48'	N 62°44'23" E	46.43'
C95	279.00'	10°56'44"	53.30'	N 52°29'39" E	53.22'
C96	279.00'	17°37'58"	85.86'	N 38°12'18" E	85.52'
C97	279.00'	2°14'35"	10.92'	N 28°16'02" E	10.92'
C98	643.00'	3°07'14"	35.02'	S 64°25'02" E	35.03'
C99	643.00'	1°41'32"	18.99'	S 66°49'25" E	18.99'
C100	643.00'	3°25'53"	38.51'	S 69°23'08" E	38.50'
C101	643.00'	3°25'53"	38.51'	S 72°49'01" E	38.50'
C102	643.00'	3°25'53"	38.51'	S 76°14'54" E	38.50'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C103	643.00'	3°25'53"	38.51'	S 79°40'47" E	38.50'
C104	643.00'	3°25'53"	38.51'	S 83°06'40" E	38.50'
C105	643.00'	3°25'53"	38.51'	S 86°32'33" E	38.50'
C106	643.00'	3°25'53"	38.51'	S 89°58'26" E	38.50'
C107	643.00'	3°25'53"	38.51'	N 86°35'41" E	38.50'
C108	643.00'	1°07'47"	12.68'	N 84°16'51" E	12.68'
C109	979.00'	0°45'23"	12.93'	N 84°07'40" E	12.93'
C110	979.00'	6°00'04"	102.54'	N 87°30'23" E	102.49'
C111	493.00'	2°07'38"	18.30'	N 1°32'06" E	18.30'
C112	493.00'	4°28'34"	38.23'	N 1°45'09" W	38.22'
C113	493.00'	4°28'34"	38.23'	N 6°11'33" W	38.22'
C114	493.00'	4°28'34"	38.23'	N 10°38'07" W	38.22'
C115	493.00'	5°06'54"	44.01'	N 15°24'50" W	44.00'
C116	325.00'	6°22'06"	36.12'	N 64°19'41" E	36.11'
C117	325.00'	25°43'47"	145.99'	N 48°16'44" E	144.72'
C118	321.00'	3°23'59"	19.05'	N 13°49'26" W	19.04'
C119	321.00'	8°49'21"	49.43'	N 7°42'46" W	49.38'
C120	321.00'	8°49'21"	49.43'	N 1°06'35" E	49.38'
C121	321.00'	2°44'22"	15.35'	N 6°53'27" E	15.35'
C122	643.00'	33°23'37"	374.76'	S 79°33'13" E	369.48'
C123	15.00'	80°43'37"	21.13'	N 55°53'14" W	19.43'
C124	15.00'	99°16'23"	25.99'	N 34°06'46" E	22.86'
C125	979.00'	6°45'27"	115.46'	N 87°07'42" E	115.40'
C126	25.00'	92°05'30"	40.18'	S 43°26'50" E	35.99'
C127	493.00'	20°34'13"	177.00'	N 7°41'11" W	176.05'
C128	15.00'	85°29'02"	22.38'	S 24°46'14" W	20.36'
C129	325.00'	32°05'54"	182.07'	N 51°27'48" E	179.70'
C130	15.00'	81°43'44"	21.40'	S 76°16'43" W	19.63'
C131	1540.00'	0°44'40"	20.01'	N 82°17'33" E	20.01'
C132	12.00'	90°00'00"	18.85'	S 51°15'02" E	16.97'
C133	1178.00'	8°22'18"	172.12'	S 87°56'07" W	171.97'
C134	1154.00'	8°21'42"	168.41'	N 87°55'49" E	168.26'
C135	12.00'	90°00'00"	18.85'	N 38°44'58" E	16.97'
C136	275.00'	5°02'10"	24.17'	S 12°55'16" E	24.16'
C137	36.00'	90°00'00"	56.55'	N 51°15'02" W	50.91'
C138	12.00'	90°00'00"	18.85'	S 51°15'02" E	16.97'
C139	1309.00'	8°25'10"	192.30'	N 87°57'33" E	192.18'
C140	1321.00'	8°25'24"	194.21'	N 87°57'40" E	194.03'
C141	1552.00'	21°40'24"	587.08'	N 86°32'02" E	583.58'
C142	15.00'	70°31'44"	18.46'	N 43°31'30" E	17.32'
C143	15.00'	10°22'33"	2.72'	N 13°28'54" E	2.71'
C144	275.00'	2°31'28"	12.12'	N 14°12'36" W	12.12'
C145	15.00'	88°05'59"	23.06'	N 46°38'55" E	20.86'
C146	1035.00'	6°56'56"	125.53'	N 87°13'26" E	125.45'
C147	5.00'	80°43'37"	7.04'	S 55°53'14" E	6.48'
C148	265.00'	4°18'47"	19.95'	S 13°22'02" E	19.94'
C149	1175.00'	7°52'58"	161.66'	S 87°41'27" W	161.53'
C150	1185.00'	7°53'23"	163.20'	S 87°41'42" W	163.07'
C151	265.00'	17°18'14"	80.03'	N 0°23'29" W	79.73'
C152	25.00'	53°07'48"	23.18'	S 23°57'59" E	22.36'
C153	25.00'	37°10'03"	16.22'	S 89°06'54" E	15.93'

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	N27°09'31"E	61.16'
L2	S27°08'45"W	81.98'
L3	N83°44'58"E	128.60'
L4	S25°23'47"E	46.20'
L5	S12°54'56"E	57.38'
L6	S5°35'30"E	68.95'
L7	S1°28'53"E	69.01'
L8	S3°34'06"W	21.57'
L9	S8°15'38"W	78.96'
L10	N81°44'22"W	98.62'
L11	S8°15'38"W	80.44'
L12	S75°41'50"W	120.48'
L13	N87°24'05"W	46.00'
L14	S2°35'55"W	21.71'
L15	N84°17'59"W	48.15'
L16	N27°08'44"E	33.74'
L17	N62°51'16"W	215.95'
L18	S8°15'38"W	63.96'
L19	N8°15'38"E	64.44'
L20	S2°35'55"W	94.29'
L21	N2°35'55"E	95.50'
L22	S27°08'44"W	84.55'
L23	N27°08'44"E	76.69'
L24	N62°51'16"W	52.50'
L25	N68°33'37"W	30.27'
L26	N62°51'18"W	25.00'
L27	N87°30'45"E	77.80'
L28	N27°08'45"E	109.08'
L29	S62°51'18"E	3.55'
L30	S62°51'18"E	21.45'
L31	S68°33'37"E	8.65'
L32	S68°33'37"E	21.62'
L33	S62°51'16"E	8.55'
L34	S62°51'16"E	40.00'
L35	S62°51'16"E	3.95'
L36	N60°01'26"W	37.87'
L37	N53°22'32"W	37.64'
L38	N46°36'40"W	37.64'
L39	N39°50'48"W	37.64'
L40	N33°04'56"W	37.64'
L41	N26°19'04"W	37.64'
L42	N19°33'11"W	37.64'
L43	N12°47'19"W	37.64'
L44	N6°01'27"W	37.64'
L45	N0°35'48"E	38.17'
L46	N2°35'55"E	34.81'
L47	S57°50'16"E	42.20'
L48	S67°18'01"E	40.00'
L49	S76°18'53"E	82.28'
L50	N59°30'38"E	111.84'
L51	S89°01'39"E	46.55'
L52	N88°40'55"E	7.47'
L53	S88°40'55"W	34.12'
L54	N88°40'55"E	39.20'
L55	S88°40'55"W	12.55'
L56	S86°34'19"W	21.57'
L57	N86°34'19"E	32.90'
L58	N86°34'19"E	17.63'
L59	S84°39'02"W	16.49'
L60	N84°39'02"E	12.16'
L61	N84°39'02"E	22.54'
L62	N27°03'59"E	47.92'

LINE DATA		
NUMBER	BEARING	DISTANCE
L63	N27°11'02"E	37.18'
L64	S48°50'27"E	20.46'
L65	N55°10'11"E	34.51'
L66	S35°51'22"E	21.14'
L67	N60°49'41"E	34.69'
L68	N31°15'37"W	23.48'
L69	S62°51'25"E	20.00'
L70	S63°03'48"E	40.00'
L71	S64°32'15"E	45.98'
L72	S69°23'08"E	46.29'
L73	S72°49'01"E	46.29'
L74	S76°14'54"E	46.29'
L75	S79°40'47"E	46.29'
L76	S83°06'40"E	46.29'
L77	S84°56'18"E	3.02'
L78	S86°33'15"E	40.56'
L79	S88°09'30"E	2.69'
L80	S89°39'04"E	37.58'
L81	N87°28'13"E	6.71'
L82	N87°28'13"E	31.37'
L83	N85°25'55"E	14.91'
L84	N84°05'33"E	25.09'
L85	N87°30'45"E	78.10'
L86	N82°12'51"W	41.23'
L87	N1°32'06"E	23.06'
L88	N1°48'17"W	48.14'
L89	N6°10'16"W	48.14'
L90	N10°38'07"W	48.14'
L91	N16°36'40"W	81.33'
L92	S62°27'37"E	65.53'
L93	S6°15'02"E	9.00'
L94	N6°15'02"W	15.00'
L95	S3°10'37"E	15.00'
L96	N83°44'58"E	9.90'
L97	S6°15'02"E	24.00'
L98	N75°41'50"E	39.89'
L99	S0°17'01"W	37.83'
L100	S0°17'01"W	37.72'
L101	S6°15'02"E	9.71'
L102	S6°15'02"E	7.59'
L103	S86°34'19"W	6.30'
L104	S84°39'02"W	26.88'
L105	S6°15'02"E	12.50'
L106	N83°44'58"E	45.90'
L107	N6°15'02"W	2.50'
L108	S38°44'58"W	7.07'
L109	S83°44'58"W	16.81'
L110	N6°15'02"W	15.00'
L111	N83°44'58"E	10.39'
L112	N38°44'58"E	7.07'
L113	S87°24'05"E	64.73'

FINAL PLAT

HARVEST RIDGE SUBDIVISION SECTION TWO

FILED
Dec 11, 2022
COUNTY CLERK
BASTROP COUNTY, TEXAS

A SUBDIVISION OF 37.257 ACRES OF LAND
LOCATED IN THE
T. CHRISTIAN SURVEY, ABSTRACT NO. 20
BASTROP COUNTY, TEXAS AND THE
T. CHRISTIAN SURVEY, ABSTRACT NO. 2296
TRAVIS COUNTY, TEXAS

BLOCK	LOT	MIN. FFE
P	2	518.1
P	3	517.9
P	4	517.9
P	5	518.0
P	6	518.2
P	7	518.4
P	9	518.9
P	10	519.3
P	11	519.6
P	12	519.8
P	13	520.1
P	14	520.3
P	15	520.5
P	16	520.8

STREET NAMES		
STREET	R.O.W. WIDTH	CENTERLINE LENGTH
HARVEST RIDGE BOULEVARD	VARIES	746 FT.
HAYLOFT LANE	46 FT.	131 FT.
TILLAGE ROAD (TRAVIS COUNTY)	46 FT.	514 FT.
TILLAGE ROAD (BASTROP COUNTY)	46 FT.	1,110 FT.
HERITAGE MILL TRAIL	46 FT.	1,080 FT.
LAVENDER LANE	46 FT.	437 FT.
HUCKLEBERRY LANE	46 FT.	834 FT.
BARLEY LANE	46 FT.	815 FT.
TOTAL LINEAR FEET		5,667 FT.

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	158	21.117 AC.
PUBLIC SAFETY SERVICES SITE	1	2.001 AC.
AQUA WSC PROPOSED PUMP STATION SITE	1	2.248 AC.
WEST GREENBELT, PARKLAND, & DRAINAGE LOT	1	2.759 AC.
DRAINAGE LOT	2	1.107 AC.
RIGHT-OF-WAY DEDICATION	1	0.511 AC.
OPEN SPACE/LANDSCAPE LOT	3	0.289 AC.
WASTEWATER/P.A. LOT	1	0.060 AC.
RIGHT-OF-WAY	--	7.165 AC.
TOTAL	168	37.257 AC.

BGE, Inc.
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7/231-B

LEGAL DESCRIPTION

FIELD NOTES FOR A 37.257 ACRE TRACT OF LAND IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20, BASTROP COUNTY, TEXAS, AND THE T. CHRISTIAN SURVEY, ABSTRACT NO. 2296, TRAVIS COUNTY, TEXAS; BEING PARTIALLY OUT OF A CALLED 234.288 ACRE TRACT OF LAND AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2018175490 AND PARTIALLY OUT OF A CALLED 48.827 ACRE TRACT OF LAND RECORDED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2019032785, BOTH CONVEYED UNTO CLAYTON PROPERTIES GROUP, INC., DOING BUSINESS IN TEXAS AS BROHN HOMES, AND BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 37.257 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a cap stamped "ZWA" found on the east right-of-way line of County Line Road (R.O.W. --varies, 60' min) no reference found at the common corner of said 234.288 acre tract and a called 10.00 acre tract of land as conveyed unto Clyde T. Lundgren and Wife, Betty S. Lundgren in Volume 7619, Page 44 of the Deed Records of Travis County, Texas for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 62°51'36" E, departing said right-of-way line, coincident with the common line of the 234.288 acre tract and said 10.00 acre tract, a distance of 478.36 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the southeast corner of the 10.00 acre tract for a re-entrant corner of the 234.288 acre tract and the herein described tract;

THENCE, N 27° 09' 31" E, continuing coincident with said common line, a distance of 61.16 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a northerly corner of the herein described tract;

THENCE, departing said common line, over and across the 234.288 acre tract and the aforementioned 48.827 acre tract the following thirty-three (33) courses:

1) S 62° 51' 21" E, a distance of 176.05 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a northerly corner of the herein described tract;
2) S 27° 08' 45" W, a distance of 81.98 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of curvature of the herein described tract;
3) Curving to the left with a radius of 15.00 feet, a central angle of 90° 00' 10", an arc length of 23.56 feet, a chord bearing of S 17° 51' 20" E, and a chord distance of 21.21 feet a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of tangency of the herein described tract;
4) S 62° 51' 25" E, a distance of 255.17 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of curvature of the herein described tract;
5) Curving to the left with a radius of 587.00 feet, a central angle of 33° 23' 37", an arc length of 347.95 feet, a chord bearing of S 79° 33' 13" E, and a chord distance of 343.04 feet a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of tangency of the herein described tract;
6) N 83° 44' 58" E, a distance of 128.60 feet a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of curvature of the herein described tract;
7) Curving to the left with a radius of 15.00 feet, a central angle of 99° 13' 48", an arc length of 25.98 feet, a chord bearing of N 34° 08' 04" E, and a chord distance of 22.85 feet a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of reverse curvature of the herein described tract;
8) Curving to the right with a radius of 325.00 feet, a central angle of 09° 13' 48", an arc length of 52.36 feet, a chord bearing of N 10° 51' 56" W, and a chord distance of 52.30 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for a north corner of the herein described tract;
9) N 83° 44' 58" E, a distance of 166.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the northeast corner of the herein described tract;
10) S 25° 23' 47" E, a distance of 46.20 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
11) S 15° 31' 25" E, a distance of 470.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
12) S 12° 54' 56" E, a distance of 57.36 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
13) S 05° 35' 30" E, a distance of 68.95 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
14) S 01° 28' 53" E, a distance of 69.01 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
15) S 03° 34' 06" W, a distance of 21.57 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
16) S 08° 15' 38" W, a distance of 78.96 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a southeast corner of the herein described tract;
17) N 81° 44' 22" W, a distance of 98.62 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
18) S 08° 15' 38" W, a distance of 80.44 feet a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve for the southeast corner of the herein described tract;
19) Curving to the left with a radius of 1,001.68 feet, a central angle of 21° 45' 38", an arc length of 380.44 feet, a chord bearing of S 85° 40' 05" W, and a chord distance of 378.16 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
20) S 74° 46' 08" W, a distance of 344.75 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the most southerly corner of the herein described tract;
21) N 15° 13' 52" W, a distance of 152.82 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
22) S 75° 41' 50" W, a distance of 120.48 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;
23) Curving to the right with a radius of 999.05 feet, a central angle of 16° 15' 32", an arc length of 283.50 feet, a chord bearing of S 83° 49' 23" W, and a chord distance of 282.55 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve and the beginning of another non-tangent curve;
24) Curving to the right with a radius of 25.00 feet, a central angle of 90° 17' 52", an arc length of 39.40 feet, a chord bearing of N 42° 33' 00" W, and a chord distance of 35.45 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of tangency of the herein described tract;
25) N 02° 35' 55" E, a distance of 189.31 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
26) N 87° 24' 05" W, a distance of 46.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
27) S 02° 35' 55" W, a distance of 21.71 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
28) N 84° 17' 59" W, a distance of 48.15 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve,
29) Curving to the right with a radius of 469.29 feet, a central angle of 16° 52' 46", an arc length of 138.25 feet, a chord bearing of N 75° 48' 00" W, and a chord distance of 137.75 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
30) N 67° 18' 01" W, a distance of 352.88 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
31) N 27° 08' 44" E, a distance of 33.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
33) N 62° 51' 16" W, a distance of 215.95 feet to a 1/2-inch iron rod with a cap stamped "ZWA" found on the common line of the aforementioned 48.827 acre tract and aforementioned east right-of-way line of County Line Road for the southwest corner of the herein described tract;

N 27° 32' 23" E, coincident with said common line, a distance of 189.32 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of said 48.827 acre tract and the aforementioned 234.288 acre tract, for an angle point of the herein described tract;

N 27° 07' 26" E, coincident with the common line of said right-of-way and said 234.288 acre tract, a distance of 708.82 feet to the POINT OF BEGINNING and containing 37.257 acre of land, more or less.

FINAL PLAT

HARVEST RIDGE SUBDIVISION SECTION TWO

A SUBDIVISION OF 37.257 ACRES OF LAND LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20 BASTROP COUNTY, TEXAS AND THE T. CHRISTIAN SURVEY, ABSTRACT NO. 2296 TRAVIS COUNTY, TEXAS

FILED
Dec. 16, 2022
COUNTY CLERK
BASTROP COUNTY, TEXAS

COUNTY COUNTY OF BASTROP TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel. 210-581-3600 ★ www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

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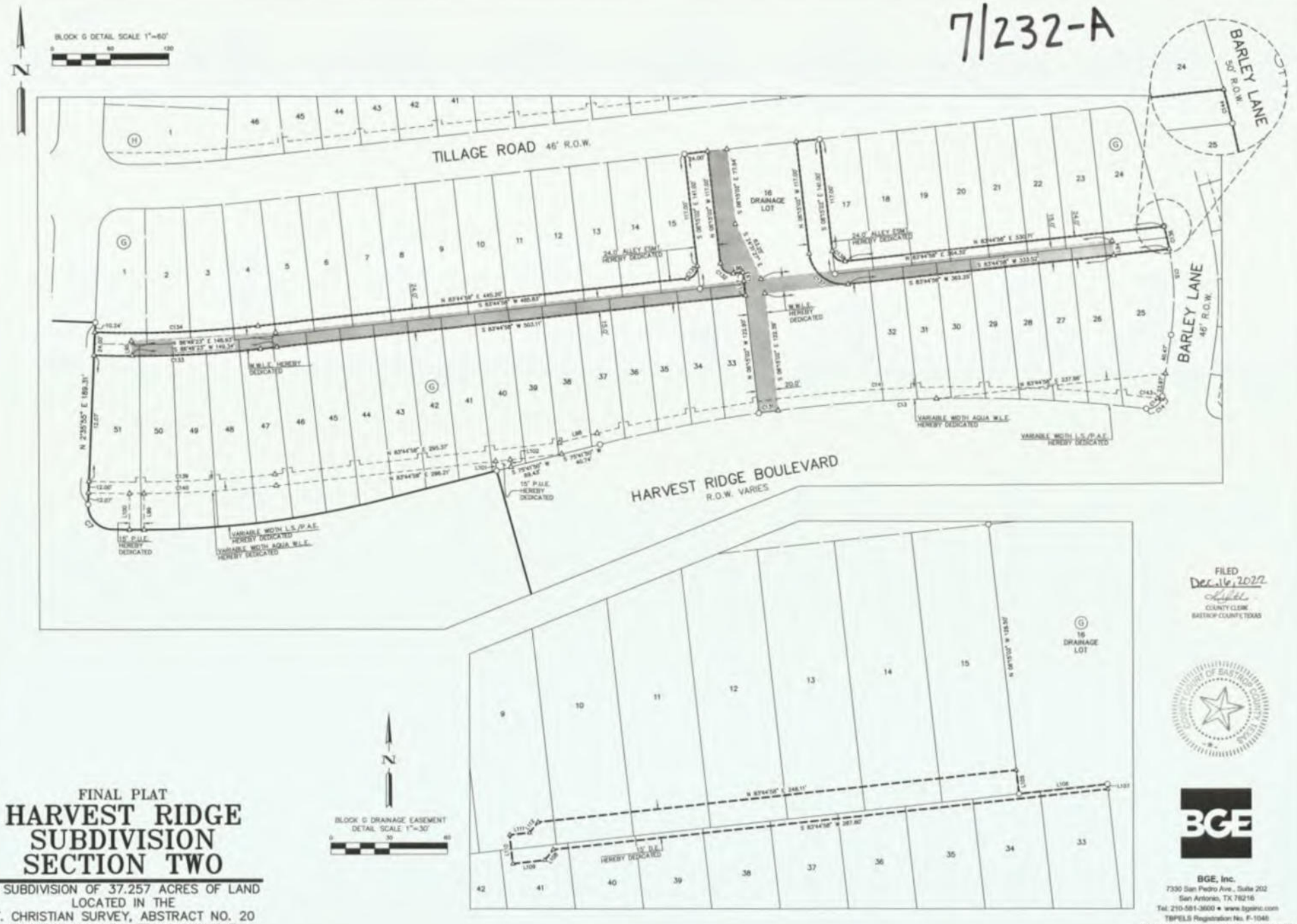

FILED
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FINAL PLAT

HARVEST RIDGE SUBDIVISION SECTION TWO

A SUBDIVISION OF 37.257 ACRES OF LAND
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T. CHRISTIAN SURVEY, ABSTRACT NO. 20
BASTROP COUNTY, TEXAS AND THE
T. CHRISTIAN SURVEY, ABSTRACT NO. 2296
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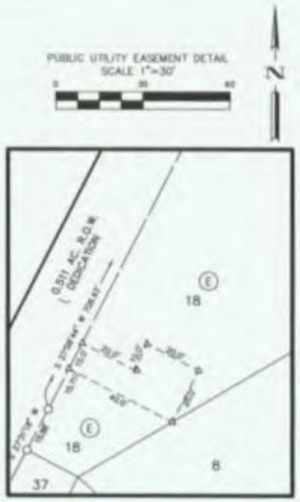

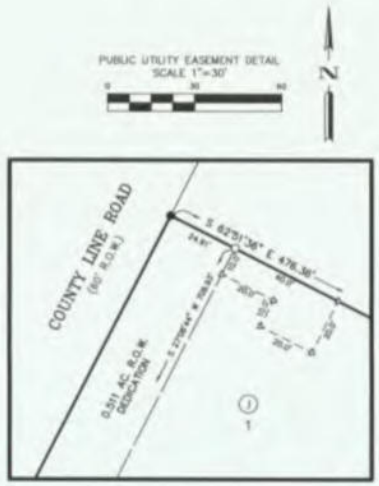

FINAL PLAT

HARVEST RIDGE SUBDIVISION SECTION TWO

A SUBDIVISION OF 37.257 ACRES OF LAND
LOCATED IN THE
T. CHRISTIAN SURVEY, ABSTRACT NO. 20
BASTROP COUNTY, TEXAS AND THE
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TRAVIS COUNTY, TEXAS

FILED
Dec 16 2022
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BASTROP COUNTY, TEXAS

COUNTY COURT OF BASTROP COUNTY TEXAS

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7/233-A

STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT CLAYTON PROPERTIES GROUP, INC. DOING BUSINESS AS BROHN HOMES, BEING THE OWNER OF A 37.257 ACRE TRACT OF LAND IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20, BASTROP COUNTY, TEXAS, AND THE T. CHRISTIAN SURVEY, ABSTRACT NO. 2296, TRAVIS COUNTY, TEXAS, BEING PARTIALLY OUT OF CALLED 234.288 ACRE TRACT OF LAND AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018175490 AND PARTIALLY OUT OF A CALLED 48.827 ACRE TRACT OF LAND AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2019032785, BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, DOES HEREBY SUBDIVIDE THE AFOREMENTIONED 37.257 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

HARVEST RIDGE SUBDIVISION SECTION TWO

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS, AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 24 DAY OF October 2022 A.D.

ADAM BOENIG, VICE PRESIDENT
CLAYTON PROPERTIES GROUP, INC.
DBA "BROHN HOMES"
6720 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TEXAS 78730

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ADAM BOENIG, VICE PRESIDENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS
PRINT NOTARY'S NAME Lisa Marie Rivenbark
MY COMMISSION EXPIRES Nov. 14, 2023

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, J. ADAM BERRY, P.E., DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLY WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF ELGIN, TEXAS.

J. ADAM BERRY, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 120743
DATE: 10/6/2022

BGE, INC.
101 WEST LOUIS HENNA BLVD, SUITE 400
AUSTIN, TEXAS 78728

STATE OF TEXAS §
COUNTY OF BEXAR §

I, DION P. ALBERTSON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WILL BE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF ELGIN, TEXAS, UPON COMPLETION OF CONSTRUCTION.

DION P. ALBERTSON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4963
DATE 10/5/22
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216

GENERAL NOTES:

1. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN'S CORPORATE CITY LIMITS, ONLY FOR THE LIMITED PURPOSE SET FORTH IN CITY OF ELGIN ORDINANCE NO. 2021-05-18-13. WITHIN BASTROP COUNTY AND TRAVIS COUNTY.
2. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83
3. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAPS FOR BASTROP COUNTY, TEXAS, AND INCORPORATED AREAS, MAP NUMBER 48021C0075E, EFFECTIVE JANUARY 19, 2006. ANY FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
4. THIS FINAL PLAT IS IN GENERAL CONFORMANCE WITH THE PRELIMINARY PLAT.
5. THIS SUBDIVISION IS IN AND SERVED BY AQUA WATER SUPPLY CORPORATION CCN FOR WATER SERVICE.
6. THE SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN'S WASTEWATER CCN. ALTESSA MUD WILL PROVIDE RETAIL WASTEWATER SERVICE TO THE SUBDIVISION PURSUANT TO A WASTEWATER SERVICE AGREEMENT WITH THE CITY OF ELGIN APPROVED IN CITY OF ELGIN RESOLUTION NO. 2020-12-15-8G.
7. NO DWELLING STRUCTURE MAY BE OCCUPIED UNTIL SUCH TIME AS WATER AND WASTEWATER CONNECTIONS ARE FULLY OPERATIONAL.
8. PUBLIC UTILITY EASEMENTS ARE TO BE USED FOR UTILITY SERVICE, INCLUDING TELECOMMUNICATION, GAS, AND ELECTRICITY PROVIDED TO LOTS WITHIN THIS SUBDIVISION AND THE OVERALL HARVEST RIDGE DEVELOPMENT ONLY. PUE'S ARE NOT ALLOWED FOR PASS-THRU OR PRIMARY MAINS SERVICING OUTSIDE DEVELOPMENT, UNLESS AGREED UPON IN WRITING WITH THE DEVELOPER/OWNER (CLAYTON PROPERTIES GROUP, INC.).
9. ALL ELECTRICAL, TELEPHONE, CABLE TELEVISION, GAS, AND SIMILAR UTILITY SERVICE LINES SHALL BE PLACED UNDERGROUND. SUCH LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE REGULATIONS AND REQUIREMENTS ESTABLISHED BY EACH UTILITY OR SERVICE COMPANY, AS APPLICABLE, AND CITY ORDINANCE.
10. NO FENCING SHALL BE PLACED IN THE AQUA EASEMENT ALONG HARVEST RIDGE BOULEVARD AND SHALL NOT RESTRICT ACCESS TO AQUA WATER METERS.
11. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, GRASS, LANDSCAPING, AND DRIVEWAY OR SIDEWALK PAVING. AQUA WATER SUPPLY CORPORATION SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTION, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING, OR RECONSTRUCTING ANY UTILITIES.
12. LOT 16, BLOCK G, LOT 10, BLOCK H, & LOT 8, BLOCK J WILL BE CONVEYED TO ALTESSA MUD AND SHALL BE MAINTAINED BY ALTESSA MUD OR A HOMEOWNERS' ASSOCIATION.
13. NO PORTION OF THIS SUBDIVISION IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR CONTRIBUTING ZONE.
14. THIS PROJECT IS LOCATED IN THE LOWER COLORADO-CUMMINS WATERSHED WHICH IS CLASSIFIED AS A SUBURBAN WATER SUPPLY WATERSHED.
15. ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER. APPROVAL OF THIS PLAT BY THE CITY OF ELGIN DOES NOT REMOVE THESE RESPONSIBILITIES.

APPROVED BY:

AQUA WATER SUPPLY CORPORATION 11/7/2022 DATE

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

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 7th DAY OF Nov. 2022 BY Alan David McMurray, General Manager OF AQUA WATER SUPPLY CORPORATION, A TEXAS NONPROFIT CORPORATION, ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC, STATE OF TEXAS

CITY OF ELGIN:
CERTIFICATE OF APPROVAL:

THIS FINAL PLAT WAS APPROVED BY THE CITY OF ELGIN PLANNING & ZONING COMMISSION ON THIS 20th DAY OF DEC. 2021

CHAIRPERSON Antonio A. Pedo 05 Dec 22 DATE
RECORDING SECRETARY David Harrell 05 Dec 2022 DATE

STATE OF TEXAS §
COUNTY OF BASTROP COUNTY §

I, KRISTA BARTSCH, CLERK OF THE COUNTY COURT OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20___, A.D., THE COMMISSIONERS' COURT OF BASTROP COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER HAS BEEN ENTERED INTO THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF CLERK OF THE COUNTY COURT OF BASTROP COUNTY, TEXAS THIS _____ DAY OF _____, 20___ A.D.

KRISTA BARTSCH
COUNTY CLERK
BASTROP COUNTY, TEXAS

BY: _____ DEPUTY

STATE OF TEXAS §
COUNTY OF BASTROP §

I, KRISTA BARTSCH, COUNTY CLERK OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 16th DAY OF December 2022 A.D., AT 9:08 O'CLOCK A.M. IN THE PLAT RECORDS OF BASTROP COUNTY, TEXAS IN PLAT CABINET 7, PAGE 230-B through 233-A.

FILED FOR RECORD ON THE 16th DAY OF December 2022 A.D.

KRISTA BARTSCH
COUNTY CLERK
BASTROP COUNTY, TEXAS

BY: Cynthia Dickey DEPUTY

FILED
Dec 16, 2022
COUNTY CLERK
BASTROP COUNTY, TEXAS

FINAL PLAT
HARVEST RIDGE SUBDIVISION SECTION TWO

A SUBDIVISION OF 37.257 ACRES OF LAND LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20 BASTROP COUNTY, TEXAS AND THE T. CHRISTIAN SURVEY, ABSTRACT NO. 2296 TRAVIS COUNTY, TEXAS

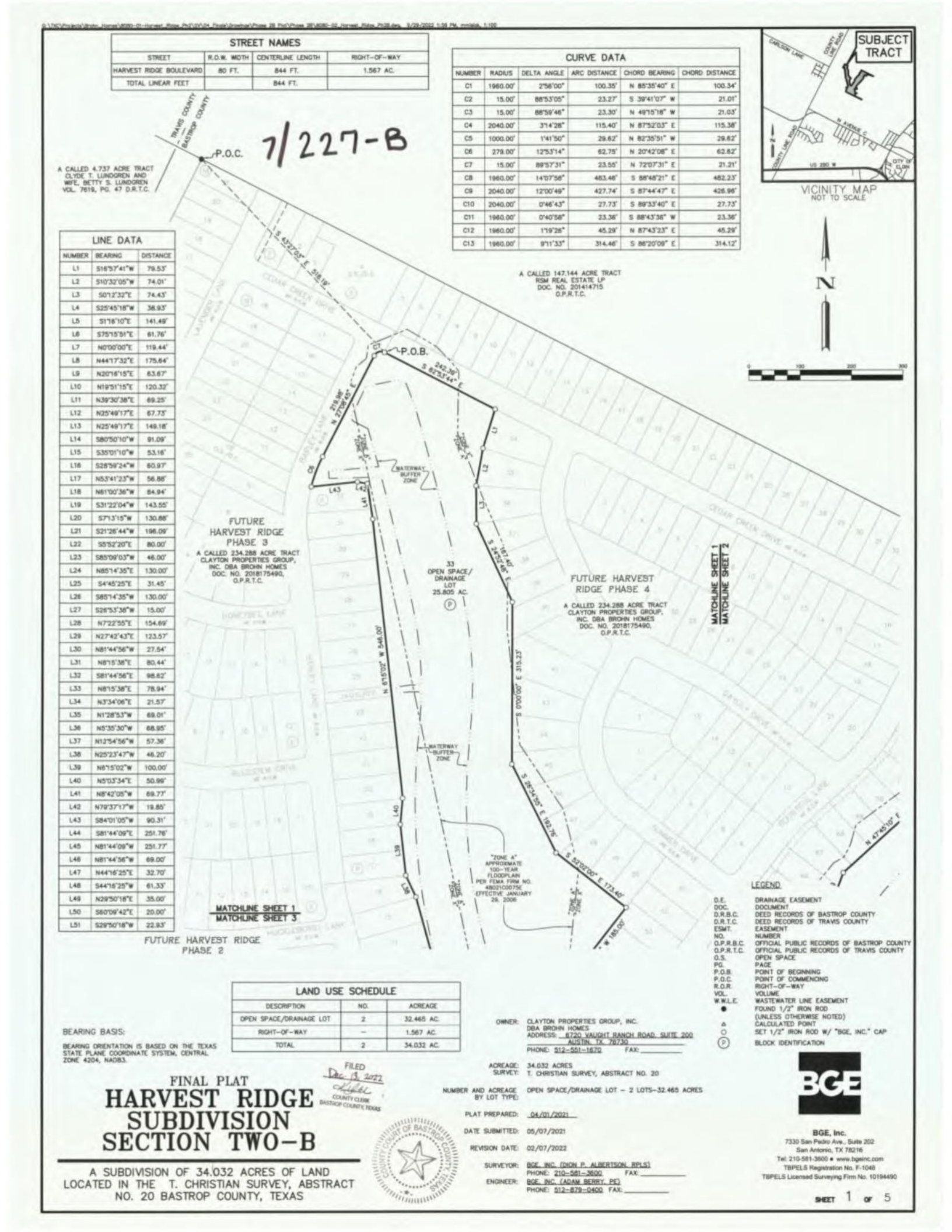
BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

STREET NAMES			
STREET	R.O.W. WIDTH	CENTERLINE LENGTH	RIGHT-OF-WAY
HARVEST RIDGE BOULEVARD	80 FT.	844 FT.	1.567 AC.
TOTAL LINEAR FEET		844 FT.	

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	1960.00'	2°56'00"	100.35'	N 85°35'40" E	100.34'
C2	15.00'	88°53'05"	23.27'	S 39°41'07" W	21.01'
C3	15.00'	88°59'46"	23.30'	N 49°15'18" W	21.03'
C4	2040.00'	3°14'28"	115.40'	N 87°52'03" E	115.38'
C5	1000.00'	1°41'50"	29.62'	N 82°35'51" W	29.62'
C6	279.00'	12°53'14"	62.75'	N 20°42'08" E	62.62'
C7	15.00'	89°57'31"	23.55'	N 72°07'31" E	21.21'
C8	1960.00'	14°07'56"	483.46'	S 88°48'21" E	482.23'
C9	2040.00'	12°00'49"	427.74'	S 87°44'47" E	426.96'
C10	2040.00'	0°46'43"	27.73'	S 89°33'40" E	27.73'
C11	1960.00'	0°40'58"	23.36'	S 88°43'38" W	23.36'
C12	1960.00'	1°19'28"	45.29'	N 87°43'23" E	45.29'
C13	1960.00'	9°11'33"	314.46'	S 86°20'09" E	314.12'

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	S16°57'41"W	79.53'
L2	S10°32'05"W	74.01'
L3	S01°27'32"E	74.43'
L4	S25°45'18"W	38.93'
L5	S1°18'10"E	141.49'
L6	S75°15'51"E	61.76'
L7	N0°00'00"E	119.44'
L8	N44°17'32"E	175.64'
L9	N20°16'15"E	63.67'
L10	N19°51'15"E	120.32'
L11	N39°30'38"E	69.25'
L12	N25°49'17"E	67.73'
L13	N25°49'17"E	149.18'
L14	S80°50'10"W	91.09'
L15	S35°01'10"W	53.16'
L16	S28°59'24"W	60.97'
L17	N53°41'23"W	56.88'
L18	N61°00'36"W	84.94'
L19	S31°22'04"W	143.55'
L20	S7°13'15"W	130.88'
L21	S21°26'44"W	196.09'
L22	S5°52'20"E	80.00'
L23	S85°09'03"W	46.00'
L24	N85°14'35"E	130.00'
L25	S4°45'25"E	31.45'
L26	S85°14'35"W	130.00'
L27	S26°53'38"W	15.00'
L28	N7°22'55"E	154.69'
L29	N27°42'43"E	123.57'
L30	N81°44'56"W	27.54'
L31	N8°15'38"E	80.44'
L32	S81°44'56"E	98.62'
L33	N8°15'38"E	78.94'
L34	N3°34'06"E	21.57'
L35	N1°28'53"W	69.01'
L36	N5°35'30"W	68.95'
L37	N12°54'56"W	57.36'
L38	N25°23'47"W	46.20'
L39	N8°15'02"W	100.00'
L40	N5°03'34"E	50.99'
L41	N8°42'05"W	69.77'
L42	N79°37'17"W	19.85'
L43	S84°01'05"W	90.31'
L44	S81°44'09"E	251.76'
L45	N81°44'09"W	251.77'
L46	N81°44'56"W	69.00'
L47	N44°16'25"E	32.70'
L48	S44°16'25"W	61.33'
L49	N29°50'18"E	35.00'
L50	S60°09'42"E	20.00'
L51	S29°50'18"W	22.93'

VICINITY MAP
NOT TO SCALE



LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
OPEN SPACE/DRAINAGE LOT	2	32.465 AC.
RIGHT-OF-WAY	–	1.567 AC.
TOTAL	2	34.032 AC.

LEGEND

D.E.	DRAINAGE EASEMENT
DOC.	DOCUMENT
D.R.B.C.	DEED RECORDS OF BASTROP COUNTY
D.R.T.C.	DEED RECORDS OF TRAVIS COUNTY
ESMT.	EASEMENT
NO.	NUMBER
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
O.S.	OPEN SPACE
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
W.W.L.E.	WASTEWATER LINE EASEMENT
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
△	CALCULATED POINT
○	SET 1/2" IRON ROD W/ "BGE, INC." CAP
(P)	BLOCK IDENTIFICATION

BEARING BASIS:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4204, NAD83.

FILED
Dec. 13 2022
COUNTY CLERK
BASTROP COUNTY, TEXAS

COUNTY COURT OF BASTROP COUNTY, TEXAS

FINAL PLAT

HARVEST RIDGE SUBDIVISION SECTION TWO-B

A SUBDIVISION OF 34.032 ACRES OF LAND LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20 BASTROP COUNTY, TEXAS

OWNER: CLAYTON PROPERTIES GROUP, INC.
DBA BROHN HOMES
ADDRESS: 6720 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TX 78730
PHONE: 512-551-1670 FAX:

ACREAGE: 34.032 ACRES
SURVEY: T. CHRISTIAN SURVEY, ABSTRACT NO. 20

NUMBER AND ACREAGE BY LOT TYPE: OPEN SPACE/DRAINAGE LOT – 2 LOTS–32.465 ACRES

PLAT PREPARED: 04/01/2021

DATE SUBMITTED: 05/07/2021

REVISION DATE: 02/07/2022

SURVEYOR: BGE, INC. (DION P. ALBERTSON, RPLS)
PHONE: 210-581-3600 FAX:

ENGINEER: BGE, INC. (ADAM BERRY, PE)
PHONE: 512-879-0400 FAX:

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

FINAL PLAT

HARVEST RIDGE SUBDIVISION SECTION TWO-B

A SUBDIVISION OF 34.032 ACRES OF LAND
LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT
NO. 20 BASTROP COUNTY, TEXAS

FILED
Dec. 13, 2022
COUNTY CLERK
BASTROP COUNTY, TEXAS

COUNTY COURT OF BASTROP COUNTY, TEXAS

7/228-A

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

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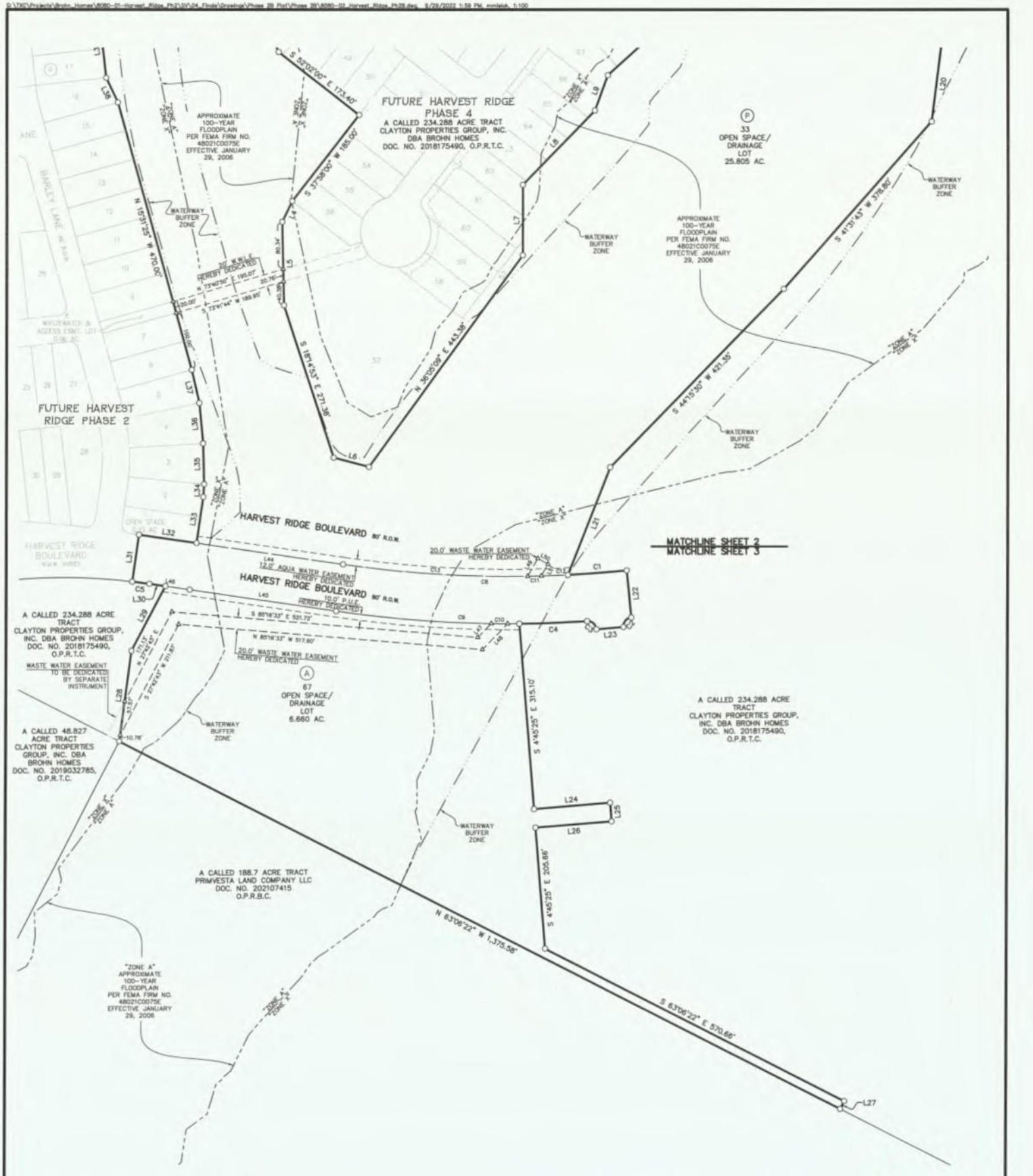

FINAL PLAT

HARVEST RIDGE SUBDIVISION SECTION TWO-B

A SUBDIVISION OF 34.032 ACRES OF LAND LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20 BASTROP COUNTY, TEXAS

7/228-B

FILED
Dec. 13, 2022
COUNTY CLERK
BASTROP COUNTY, TEXAS

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J:\TXC\Projects\Brohn Homes\8080-01-Harvest Ridge Ph2\ISV\04 Finals\Drawings\Phase 2B Plat\Phase 2B\8080-02 Harvest Ridge Ph2B.dwg, 9/29/2022 2:00 PM, mmalak, 1:100

LEGAL DESCRIPTION

FIELD NOTES FOR A 34.032 ACRE TRACT OF LAND IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20, BASTROP COUNTY, TEXAS; BEING OUT OF A CALLED 234.288 ACRE TRACT OF LAND AS CONVEYED UNTO CLAYTON PROPERTIES GROUP, INC., DBA BROHN HOMES IN DOCUMENT NO. 2018175490 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 34.032 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE, a 1/2-inch iron rod found on the south line of a called 147.144 acre tract of land as conveyed unto RSM Real Estate LP in Document Number 201414715 of the Official Public Records of Bastrop County, Texas, at the common corner of said 234.288 acre tract and a called 4.737 acre tract of land as conveyed unto Clyde T. Lundgren and Wife, Betty S. Lundgren in Volume 7619, Page 47 of the Deed Records of Travis County, Texas; THENCE, S 43°27'03" E, over and across said 234.288 acre tract, a distance of 518.19 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency and POINT OF BEGINNING of the herein described tract:

THENCE, continuing over and across the 234.288 acre tract the following twenty-three (23) courses:

1) S 62°53'44" E, a distance of 242.39 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a northerly corner of the herein described tract;

2) S 16°57'41" W, a distance of 79.53 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

3) S 10°32'05" W, a distance of 74.01 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

4) S 00°12'32" E, a distance of 74.43 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

5) S 24°52'48" E, a distance of 167.40 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

6) S 00°00'00" E, a distance of 315.23 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

7) S 26°34'55" E, a distance of 192.76 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

8) S 52°02'00" E, a distance of 173.40 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

9) S 37°58'00" W, a distance of 185.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

10) S 25°45'18" W, a distance of 38.93 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

11) S 01°16'10" E, a distance of 141.49 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

12) S 18°14'53" E, a distance of 271.38 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

13) S 75°15'51" E, a distance of 61.76 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner point of the herein described tract;

14) N 36°05'09" E, a distance of 443.38 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

15) N 00°00'00" E, a distance of 119.44 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

16) N 44°17'32" E, a distance of 175.64 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

17) N 20°16'15" E, a distance of 63.67 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

18) N 47°45'10" E, a distance of 280.49 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

19) N 19°51'15" E, a distance of 120.32 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

20) N 39°30'38" E, a distance of 69.25 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

21) N 25°49'17" E, a distance of 67.73 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

22) N 25°49'17" E, a distance of 149.18 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the 234.288 acre tract and the aforementioned 147.144 acre tract for a northerly corner of the herein described tract;

THENCE, S 62°54'55" E, coincident with the common line of the 234.288 acre tract and said 147.144 acre tract, a distance of 1,055.78 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the most easterly corner of the herein described tract;

THENCE, departing said common line, over and across the 234.288 acre tract the following twenty-four (24) courses:

1) N 71°17'17" W, a distance of 438.19 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

2) S 80°50'10" W, a distance of 91.09 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

3) S 35°01'10" W, a distance of 53.16 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

4) S 28°59'24" W, a distance of 60.97 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;

5) N 53°41'23" W, a distance of 56.88 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

6) N 61°00'36" W, a distance of 84.94 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

7) S 31°22'04" W, a distance of 143.55 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

8) S 07°13'15" W, a distance of 130.88 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

9) S 41°31'43" W, a distance of 378.80 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

10) S 44°15'30" W, a distance of 421.35 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

11) S 21°26'44" W, a distance of 196.09 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve for a re-entrant corner of the herein described tract;

12) Curving to the left, with a radius of 1,960.00 feet, an arc length of 100.35 feet, a central angle of 02°56'00", a chord bearing of N 85°35'40" E, and a chord distance of 100.34 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for an easterly corner of the herein described tract;

13) S 05°52'20" E, a distance of 80.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;

14) Curving to the left, with a radius of 15.00 feet, an arc length of 23.27 feet, a central angle of 88°53'05", a chord bearing of S 39°41'07" W, and a chord distance of 21.01 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve of the herein described tract;

15) S 85°09'03" W, a distance of 46.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;

16) Curving to the left, with a radius of 15.00 feet, an arc length of 23.30 feet, a central angle of 88°59'46", a chord bearing of N 49°15'18" W, and a chord distance 21.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of reverse curvature of the herein described tract;

17) Curving to the right, with a radius of 2,040.00 feet, an arc length of 115.40 feet, a central angle of 03°14'28", a chord bearing of S 87°52'03" W, and a chord distance of 115.38 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for a re-entrant corner of the herein described tract;

18) S 04°45'25" E, a distance of 315.10 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

19) N 85°14'35" E, a distance of 130.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an easterly corner of the herein described tract;

20) S 04°45'25" E, a distance of 31.45 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an easterly corner of the herein described tract;

21) S 85°14'35" W, a distance of 130.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

22) S 04°45'25" E, a distance of 205.66 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

23) S 63°06'22" E, a distance of 570.66 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an easterly corner of the herein described tract;

24) S 26°53'38" W, a distance of 15.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the 234.288 acre tract and a called 89.96 acre tract of land (Tract 2) as conveyed unto Kelly Wayne Kastner in Volume 2296, Page 347 of the Official Public Records of Bastrop County, Texas, as described in Vol. 74, Pg. 410 of the Deed Records of Bastrop County, Texas, for the southeast corner of the herein described tract;

THENCE, N 63°06'22" W, coincident with the common line of said 89.96 acre tract and the 234.288 acre tract, a distance of 1,375.58 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of the 89.96 acre tract and a called 48.827 acre tract of land as conveyed unto Clayton Properties Group, Inc. DBA Brohn Homes in Document Number 2019032785 of the Official Public Records of Travis County, Texas, for the southwest corner of the herein described tract;

THENCE, departing said common line, over and across the 234.288 acre tract the following twenty-two (22) courses:

1) N 07°22'55" E, a distance of 154.69 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

2) N 27°42'43" E, a distance of 123.57 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

3) N 81°44'56" W, a distance of 27.54 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;

4) Curving to the left, with a radius of 1,000.00 feet, an arc length of 29.62 feet, a central angle of 01°41'50", a chord bearing of N 82°35'51" W, and a chord distance of 29.62 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for a westerly corner of the herein described tract;

5) N 08°15'38" E, a distance of 80.44 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a westerly corner of the herein described tract;

6) S 81°44'56" E, a distance of 98.62 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;

7) N 08°15'38" E, a distance of 78.94 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

8) N 03°34'06" E, a distance of 21.57 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

9) N 01°28'53" W, a distance of 69.01 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

10) N 05°35'30" W, a distance of 68.95 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

11) N 12°54'56" W, a distance of 57.36 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

12) N 15°31'25" W, a distance of 470.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

13) N 25°23'47" W, a distance of 46.20 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

14) N 06°15'02" W, a distance of 100.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

15) N 05°03'34" E, a distance of 50.99 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

16) N 06°15'02" W, a distance of 546.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

17) N 08°42'05" W, a distance of 69.77 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

18) N 79°37'17" W, a distance of 19.85 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

19) S 84°01'05" W, a distance of 90.31 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve for a westerly corner of the herein described tract

20) Curving to the right, with a radius of 279.00 feet, an arc length of 62.75 feet, a central angle of 12°53'14", a chord bearing of N 20°42'08" E, and a chord distance of 62.62 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract

21) N 27°08'45" E, a distance of 219.98 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract

22) Curving to the right, with a radius of 15.00 feet, an arc length of 23.55 feet, a central angle of 89°57'31", a chord bearing of N 72°07'31" E, and a chord distance of 21.21 feet to the POINT OF BEGINNING and containing 34.032 acres of land, more or less.

FINAL PLAT
HARVEST RIDGE SUBDIVISION SECTION TWO-B

A SUBDIVISION OF 34.032 ACRES OF LAND
LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT
NO. 20 BASTROP COUNTY, TEXAS

FILED
Dec. 13, 2022
COUNTY CLERK
BASTROP COUNTY, TEXAS

COUNTY COURT OF BASTROP COUNTY, TEXAS

7/229-A

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

G:\TKC\Projects\Brohn_Homes\8080-01-Harvest_Ridge_Ph2\SV\04_Finals\Drawings\Phase 2B Plat\Phase 2B\8080-03_Harvest_Ridge_Ph2B.dwg, 9/29/2022 2:00 PM, mmiglio, 1:100

STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT CLAYTON PROPERTIES GROUP, INC, D.B.A. BROHN HOMES, BEING THE OWNER OF A CALLED 234.288 ACRE TRACT OF LAND AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018175490 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, BEING OUT OF THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20 LOCATED IN BASTROP COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 34.032 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

HARVEST RIDGE SUBDIVISION SECTION TWO-B

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS, AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 24th DAY OF October, 2022 A.D.

ADAM BOENIG, VICE PRESIDENT
CLAYTON PROPERTIES GROUP, INC.,
DBA "BROHN HOMES"
6720 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TEXAS 78730

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ADAM BOENIG, VICE PRESIDENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

JENNIFER STEWART
Notary Public, State of Texas
Comm. Expires 02-23-2023
Notary ID 126016728

Jennifer Stewart
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 2/23/2023

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, J. ADAM BERRY, P.E., DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLY WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF ELGIN, TEXAS.

J. ADAM BERRY, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 120743
DATE: 10/6/2022

J. ADAM BERRY 120743 LICENSED PROFESSIONAL ENGINEER

BGE, INC.
101 WEST LOUIS HENNA BLVD, SUITE 400
AUSTIN, TEXAS 78728

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, DION P. ALBERTSON, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WILL BE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF ELGIN, TEXAS, UPON COMPLETION OF CONSTRUCTION.

DION P. ALBERTSON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4963
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216

9/30/22
DATE

STATE OF TEXAS REGISTERED DION P. ALBERTSON 4963 PROFESSIONAL LAND SURVEYOR

CITY OF ELGIN:
CERTIFICATE OF APPROVAL:

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF ELGIN, TEXAS ON THIS THE 28th DAY OF MARCH, 20 22 A.D.

CHAIRPERSON — DATE: 05 Dec 22
Antonio A. Reale

RECORDING SECRETARY — DATE: 05 Dec 2022

APPROVED BY:

AQUA WATER SUPPLY CORPORATION

DATE: 11/7/2022

GENERAL NOTES:

1. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN'S CORPORATE CITY LIMITS, ONLY FOR THE LIMITED PURPOSE SET FORTH IN CITY OF ELGIN ORDINANCE NO. 2021-05-18-13 WITHIN BASTROP COUNTY.
2. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83
3. THE PROPERTY LIES IN SHADED ZONE "A" (AREAS DETERMINED TO BE INSIDE THE 1.0% ANNUAL CHANCE FLOODPLAIN) AND ZONE "X" AS DELINEATED ON THE FLOOD INSURANCE RATE MAPS FOR BASTROP COUNTY, TEXAS, AND INCORPORATED AREAS, MAP NUMBER 48021C0075E, EFFECTIVE JANUARY 19, 2006. ANY FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
4. THIS FINAL PLAT CONFORMS TO THE APPROVED PRELIMINARY PLAT.
5. IT IS UNDERSTOOD THAT ON APPROVAL OF THIS PLAT BY THE CITY OF ELGIN, TEXAS, THE CONSTRUCTION OF ALL BRIDGES, CULVERTS, STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, SHALL REMAIN THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT, IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE CITY OF ELGIN, TEXAS. THE CITY ASSUMES NO OBLIGATION TO CONSTRUCT ANY BRIDGES, CULVERTS, STREETS, ROADS OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.
6. UPON APPROVAL OF THIS PLAT BY THE CITY OF ELGIN FOR FILING AND SUBSEQUENT ACCEPTANCE OF THE STREETS FOR OPERATION AND MAINTENANCE BY ALTESSA MUNICIPAL UTILITY DISTRICT, IT IS UNDERSTOOD THAT PLACEMENT OF ANY AND ALL TRAFFIC CONTROL DEVICES REQUIRING SIGNAGE SUCH AS STREET NAMES, SPEED LIMITS, STOP SIGNS, YIELD SIGNS, ETC. SHALL BE THE SOLE RESPONSIBILITY OF THE DEVELOPER UNDER THE DIRECTION OF THE CITY OF ELGIN.
7. NEITHER APPROVAL OF A SUBDIVISION PLAT BY THE CITY OF ELGIN, NOR THE FILING/RECORDING OF ANY APPROVED SUBDIVISION PLAT CONSTITUTES ACCEPTANCE BY THE CITY OF ROAD/STREETS DEPICTED ON THE PLAT.
8. THIS SUBDIVISION IS IN AND SERVED BY AQUA WATER SUPPLY CORPORATION CCN FOR WATER SERVICE.
9. THE SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN'S WASTEWATER CCN. ALTESSA MUD WILL PROVIDE RETAIL WASTEWATER SERVICE TO THE SUBDIVISION PURSUANT TO A WASTEWATER SERVICE AGREEMENT WITH THE CITY OF ELGIN APPROVED IN CITY OF ELGIN RESOLUTION NO. 2020-12-15-60.
10. PUBLIC UTILITY EASEMENTS ARE TO BE USED FOR UTILITY SERVICE, INCLUDING TELECOMMUNICATION, GAS, AND ELECTRICITY PROVIDED TO LOTS WITHIN THIS SUBDIVISION AND THE OVERALL HARVEST RIDGE DEVELOPMENT ONLY. PUE'S ARE NOT ALLOWED FOR PASS-THRU OR PRIMARY MAINS SERVICING OUTSIDE DEVELOPMENT, UNLESS AGREED UPON IN WRITING WITH THE DEVELOPER/OWNER (CLAYTON PROPERTIES GROUP, INC.).
11. ALL ELECTRICAL, TELEPHONE, CABLE TELEVISION, GAS, AND SIMILAR UTILITY SERVICE LINES SHALL BE PLACED UNDERGROUND, SUCH LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE REGULATIONS AND REQUIREMENTS ESTABLISHED BY EACH UTILITY OR SERVICE COMPANY, AS APPLICABLE, AND CITY ORDINANCE.
12. NO FENCING SHALL BE PLACED IN THE AQUA EASEMENT ALONG HARVEST RIDGE BOULEVARD AND SHALL NOT RESTRICT ACCESS TO AQUA WATER METERS.
13. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT; UTILITIES, GRASS, LANDSCAPING, DRIVEWAY OR SIDEWALK PAVING. AQUA WATER SUPPLY CORPORATION SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTION, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING, OR RECONSTRUCTING ANY UTILITIES.
14. LOT 33, BLOCK P AND LOT 67, BLOCK A WILL BE CONVEYED TO ALTESSA MUD AND SHALL BE MAINTAINED BY ALTESSA MUD OR A HOMEOWNERS ASSOCIATION.
15. UNDER NO CIRCUMSTANCES WILL THE CITY BE OBLIGATED TO ACCEPT STREETS, ROADWAYS, ALLEYS, CURBS, GUTTERS/DRAINAGE SYSTEMS, SIDEWALKS, STREET LIGHTS, AND/OR RELATED IMPROVEMENTS WITHIN THE DISTRICT FOR OWNERSHIP, OPERATION, AND MAINTENANCE UNTIL SUCH TIME OF FULL-PURPOSE ANNEXATION, WITH RESPECT TO SUCH STREETS AND ROADWAYS WITHIN THE DISTRICT, THE DEVELOPER SHALL DESIGN AND CONSTRUCT THE STREETS AND ROADWAYS SOLELY TO THE CITY'S APPLICABLE STANDARDS, AS MODIFIED BY THE DEVELOPMENT AGREEMENT. THE DISTRICT WILL BE OBLIGATED TO ACCEPT, OPERATE AND MAINTAIN THE STREETS AND ALL OTHER COMPONENTS THEREOF, INCLUDING BUT NOT LIMITED TO CURBS, GUTTER/DRAINAGE SYSTEMS, SIDEWALKS AND STREET LIGHTS.

STATE OF TEXAS §
COUNTY OF BASTROP COUNTY §

I, KRISTA BARTSCH, CLERK OF THE COUNTY COURT OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20___, A.D., THE COMMISSIONERS' COURT OF BASTROP COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER HAS BEEN ENTERED INTO THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF CLERK OF THE COUNTY COURT OF BASTROP COUNTY, TEXAS THIS _____ DAY OF _____, 20___, A.D.

KRISTA BARTSCH
COUNTY CLERK
BASTROP COUNTY, TEXAS

BY: _____ DEPUTY

STATE OF TEXAS §
COUNTY OF BASTROP §

I, KRISTA BARTSCH, COUNTY CLERK OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 13th DAY OF December, 2022 A.D., AT 4:00 O'CLOCK PM, IN THE PLAT RECORDS OF BASTROP COUNTY, TEXAS IN PLAT CABINET 7, PAGE 227-B-229-B.

FILED FOR RECORD ON THE 13th DAY OF December, 2022 A.D.

KRISTA BARTSCH
COUNTY CLERK
BASTROP COUNTY, TEXAS

BY: Cynthia Dickey DEPUTY

FILED
Dec 13 2022
COUNTY CLERK
BASTROP COUNTY, TEXAS

COUNTY COURT OF BASTROP COUNTY TEXAS

FINAL PLAT
HARVEST RIDGE SUBDIVISION SECTION TWO-B

A SUBDIVISION OF 34.032 ACRES OF LAND
LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT
NO. 20 BASTROP COUNTY, TEXAS

7/229-B

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

Unofficial Document

7 pgs 202200342

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: HARVEST RIDGE SUBDIVISION SECTION TWO

OWNERS NAME: CLAYTON PROPERTIES GROUP, INC
BROHN HOMES

ADDITIONAL RESTRICTIONS / COMMENTS:

CERTIFICATE: 2022196466

RETURN:

STAYS IN FILE

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rebecca Guerrero, County Clerk
Travis County, Texas

202200342

Dec 27, 2022 04:07 PM

Fee: $210.00 **JOHNSOK11**

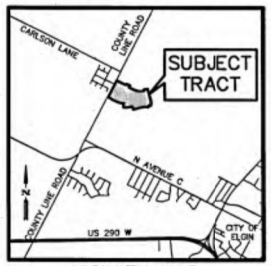
$210 12/27/2022 202200342

TRAVIS COUNTY
CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY THE SUBDIVIDER, OR THEIR REPRESENTATIVES.

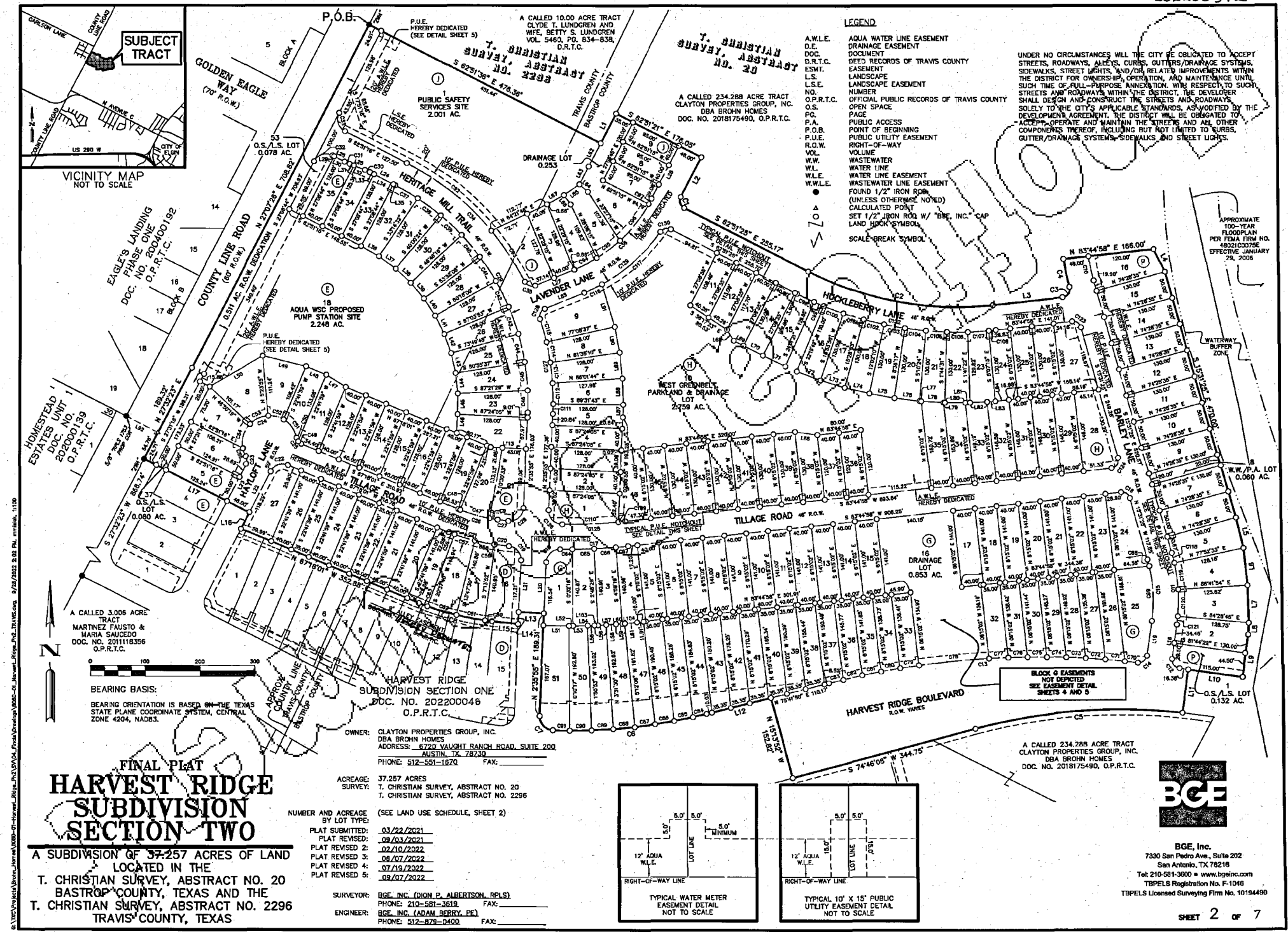
FINAL PLAT
HARVEST RIDGE SUBDIVISION SECTION TWO

A SUBDIVISION OF 37.257 ACRES OF LAND
LOCATED IN THE
T. CHRISTIAN SURVEY, ABSTRACT NO. 20
BASTROP COUNTY, TEXAS AND THE
T. CHRISTIAN SURVEY, ABSTRACT NO. 2296
TRAVIS COUNTY, TEXAS



VICINITY MAP

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490



LEGEND

A.W.L.E.	AQUA WATER LINE EASEMENT
D.E.	DRAINAGE EASEMENT
DOC.	DOCUMENT
D.R.T.C.	DEED RECORDS OF TRAVIS COUNTY
ESMT.	EASEMENT
L.S.	LANDSCAPE
L.S.E.	LANDSCAPE EASEMENT
NO.	NUMBER
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
O.S.	OPEN SPACE
PG.	PAGE
P.A.	PUBLIC ACCESS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
W.W.	WASTEWATER
W.L.	WATER LINE
W.L.E.	WATER LINE EASEMENT
W.W.L.E.	WASTEWATER LINE EASEMENT
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
△	CALCULATED POINT
○	SET 1/2" IRON ROD W/ "BGE, INC." CAP
	LAND HOOK SYMBOL
	SCALE-BREAK SYMBOL

UNDER NO CIRCUMSTANCES WILL THE CITY BE OBLIGATED TO ACCEPT STREETS, ROADWAYS, ALLEYS, CURBS, GUTTERS/DRAINAGE SYSTEMS, SIDEWALKS, STREET LIGHTS, AND/OR RELATED IMPROVEMENTS WITHIN THE DISTRICT FOR OWNERSHIP, OPERATION, AND MAINTENANCE UNTIL SUCH TIME AS FULL-PURPOSE ANNEXATION. WITH RESPECT TO SUCH STREETS AND ROADWAYS WITHIN THE DISTRICT, THE DEVELOPER SHALL DESIGN AND CONSTRUCT THE STREETS AND ROADWAYS SOLELY TO THE CITY'S APPLICABLE STANDARDS, AS MODIFIED BY THE DEVELOPMENT AGREEMENT. THE DISTRICT WILL BE OBLIGATED TO ACCEPT, OPERATE AND MAINTAIN THE STREETS AND ALL OTHER COMPONENTS THEREOF, INCLUDING BUT NOT LIMITED TO CURBS, GUTTER/DRAINAGE SYSTEMS, SIDEWALKS AND STREET LIGHTS.

FINAL PLAT
HARVEST RIDGE SUBDIVISION SECTION TWO

A SUBDIVISION OF 37.257 ACRES OF LAND LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20 BASTROP COUNTY, TEXAS AND THE T. CHRISTIAN SURVEY, ABSTRACT NO. 2296 TRAVIS COUNTY, TEXAS

OWNER: CLAYTON PROPERTIES GROUP, INC.
DBA BROHN HOMES
ADDRESS: 6720 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TX. 78730
PHONE: 512-551-1870 FAX:

ACREAGE: 37.257 ACRES
SURVEY: T. CHRISTIAN SURVEY, ABSTRACT NO. 20
T. CHRISTIAN SURVEY, ABSTRACT NO. 2296

NUMBER AND ACREAGE BY LOT TYPE: (SEE LAND USE SCHEDULE, SHEET 2)

PLAT SUBMITTED: 03/22/2021
PLAT REVISED: 09/03/2021
PLAT REVISED 2: 02/10/2022
PLAT REVISED 3: 06/07/2022
PLAT REVISED 4: 07/19/2022
PLAT REVISED 5: 09/07/2022

SURVEYOR: BGE, INC. (DION P. ALBERTSON, RPLS)
PHONE: 210-581-3619 FAX:
ENGINEER: BGE, INC. (ADAM BERRY, PE)
PHONE: 512-879-0400 FAX:

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

G:\TBC\Projects\Brohn_Homes\10000-01-Harvest_Ridge_Ph2\SVY\04_Final\Drawings\10000-01_Harvest_Ridge_Ph2_FINAL.dwg 9/28/2022 2:02 PM, mmhicks, 1:100

202200342

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	15.00'	90°00'10"	23.56'	S 17°51'20" E	21.21'
C2	597.00'	33°23'37"	347.95'	S 79°33'13" E	343.04'
C3	15.00'	99°13'48"	25.98'	N 34°08'04" E	22.85'
C4	325.00'	9°13'48"	52.36'	S 10°51'56" E	52.30'
C5	1001.68'	21°45'39"	380.44'	S 85°40'05" W	378.18'
C6	999.05'	16°15'32"	283.50'	N 83°49'23" E	282.55'
C7	25.00'	90°17'52"	39.40'	S 42°33'00" E	35.45'
C8	469.29'	16°52'46"	138.25'	S 75°48'00" E	137.75'
C9	279.00'	3°04'18"	14.96'	S 81°01'36" E	14.96'
C10	275.00'	9°24'30"	45.16'	S 10°53'14" E	45.11'
C11	321.00'	23°47'03"	133.25'	N 3°37'54" W	132.30'
C12	15.00'	90°00'00"	23.56'	S 36°44'22" E	21.21'
C13	1540.00'	21°07'52"	567.97'	S 86°15'46" W	564.75'
C14	15.00'	88°34'05"	23.19'	N 52°32'40" E	20.95'
C15	275.00'	23°47'03"	114.16'	N 3°37'54" W	113.34'
C16	15.00'	80°43'37"	21.13'	N 55°53'14" W	19.43'
C17	1025.00'	6°56'56"	124.31'	N 87°13'26" E	124.24'
C18	25.00'	88°05'59"	38.44'	S 46°38'55" W	34.76'
C19	25.00'	86°39'35"	37.81'	N 40°43'52" W	34.31'
C20	1025.00'	1°29'54"	26.81'	S 83°18'42" E	26.81'
C21	325.00'	15°15'44"	86.57'	S 74°55'53" E	86.32'
C22	25.00'	85°33'15"	37.33'	S 69°55'22" W	33.96'
C23	15.00'	56°22'07"	14.76'	N 1°02'19" W	14.17'
C24	50.00'	198°17'29"	173.04'	S 89°55'22" W	98.73'
C25	15.00'	56°22'07"	14.76'	S 39°08'57" E	14.17'
C26	279.00'	15°15'44"	74.32'	S 74°55'53" E	74.10'
C27	979.00'	1°09'43"	19.85'	S 83°08'36" E	19.85'
C28	25.00'	93°40'37"	40.87'	N 49°26'14" E	36.47'
C29	447.00'	65°27'11"	510.64'	N 30°07'40" W	483.32'
C30	100.00'	5°42'22"	9.96'	N 65°42'26" W	9.95'
C31	100.00'	5°42'21"	9.96'	S 65°42'27" E	9.95'
C32	25.00'	90°00'00"	39.27'	S 72°08'44" W	35.36'
C33	25.00'	90°00'00"	39.27'	S 17°51'16" E	35.36'
C34	493.00'	36°18'11"	312.37'	N 44°42'10" W	307.17'
C35	15.00'	85°56'11"	22.50'	S 69°31'10" E	20.45'
C36	279.00'	40°22'00"	196.56'	N 47°19'45" E	192.52'
C37	447.00'	6°05'47"	47.56'	N 59°48'22" W	47.54'
C38	447.00'	6°45'52"	52.77'	N 53°22'32" W	52.74'
C39	447.00'	6°45'52"	52.77'	N 46°36'40" W	52.74'
C40	447.00'	6°45'52"	52.77'	N 39°50'48" W	52.74'
C41	447.00'	6°45'52"	52.77'	N 33°04'56" W	52.74'
C42	447.00'	6°45'52"	52.77'	N 26°19'04" W	52.74'
C43	447.00'	6°45'52"	52.77'	N 19°33'11" W	52.74'
C44	447.00'	6°45'52"	52.77'	N 12°47'19" W	52.74'
C45	447.00'	6°45'52"	52.77'	N 6°01'27" W	52.74'
C46	447.00'	5°14'26"	40.89'	N 0°01'18" W	40.87'
C47	279.00'	11°28'37"	55.89'	S 73°45'09" E	55.79'
C48	279.00'	0°42'49"	3.48'	S 67°39'26" E	3.48'
C49	15.00'	28°48'00"	7.54'	S 52°54'01" E	7.46'
C50	15.00'	27°34'07"	7.22'	S 24°42'57" E	7.15'
C51	50.00'	48°26'37"	42.28'	N 35°09'12" W	41.03'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C52	50.00'	33°59'42"	29.67'	N 76°22'22" W	29.23'
C53	50.00'	42°39'53"	37.23'	S 65°17'50" W	36.38'
C54	50.00'	54°51'55"	47.88'	S 16°31'56" W	46.07'
C55	50.00'	18°19'22"	15.99'	S 20°03'42" E	15.92'
C56	325.00'	2°04'19"	11.75'	S 68°20'11" E	11.75'
C57	325.00'	6°50'10"	38.78'	S 72°47'25" E	38.75'
C58	325.00'	6°21'15"	36.04'	S 79°23'08" E	36.02'
C59	325.00'	6°21'15"	36.04'	S 79°23'08" E	36.02'
C60	478.56'	1°29'28"	12.45'	S 83°19'47" E	12.45'
C61	478.56'	6°23'13"	53.35'	S 79°23'28" E	53.32'
C62	478.56'	6°39'19"	55.59'	S 72°52'12" E	55.56'
C63	478.56'	2°01'03"	16.85'	S 68°32'01" E	16.85'
C64	1025.00'	1°14'12"	22.12'	S 89°55'12" E	22.12'
C65	1025.00'	2°14'10"	40.01'	N 88°20'37" E	40.00'
C66	1025.00'	2°12'51"	39.61'	N 86°07'06" E	39.61'
C67	1025.00'	1°15'43"	22.57'	N 84°22'49" E	22.57'
C68	275.00'	2°36'33"	12.52'	N 14°13'09" W	12.52'
C69	275.00'	21°10'30"	101.63'	N 2°19'37" W	101.06'
C70	1540.00'	0°53'33"	23.99'	N 83°37'04" W	23.99'
C71	1540.00'	1°19'44"	35.72'	N 84°43'43" W	35.72'
C72	1540.00'	1°19'23"	35.56'	N 86°03'16" W	35.56'
C73	1540.00'	1°19'05"	35.42'	N 87°22'30" W	35.42'
C74	1540.00'	1°18'49"	35.31'	N 88°41'27" W	35.31'
C75	1540.00'	1°18'36"	35.21'	S 89°59'50" W	35.21'
C76	1540.00'	1°18'25"	35.13'	S 88°41'20" W	35.13'
C77	1540.00'	1°18'17"	35.07'	S 87°22'58" W	35.07'
C78	1540.00'	4°48'37"	129.29'	S 84°19'31" W	129.25'
C79	1540.00'	1°18'12"	35.03'	S 81°16'07" W	35.03'
C80	1540.00'	1°18'18"	35.08'	S 79°57'51" W	35.08'
C81	1540.00'	1°18'27"	35.14'	S 78°39'29" W	35.14'
C82	1540.00'	1°18'37"	35.22'	S 77°20'57" W	35.22'
C83	1540.00'	0°59'49"	26.79'	S 76°11'44" W	26.79'
C84	999.05'	1°26'58"	25.27'	N 76°25'06" E	25.27'
C85	999.05'	2°01'01"	35.17'	N 78°09'05" E	35.17'
C86	999.05'	2°00'41"	35.07'	N 80°09'56" E	35.07'
C87	999.05'	2°10'40"	37.97'	N 82°15'36" E	37.97'
C88	999.05'	2°16'47"	39.75'	N 84°29'20" E	39.75'
C89	999.05'	2°16'30"	39.76'	N 86°46'09" E	39.76'
C90	999.05'	2°16'50"	39.77'	N 89°02'59" E	39.76'
C91	999.05'	1°45'49"	30.73'	S 88°55'43" E	30.73'
C92	493.00'	23°10'25"	200.40'	N 51°12'33" W	199.02'
C93	493.80'	1°30'46"	111.97'	N 33°03'26" W	111.73'
C94	279.00'	9°32'43"	46.48'	N 62°44'23" E	46.43'
C95	279.00'	10°58'44"	53.50'	N 52°29'39" E	53.22'
C96	279.00'	17°37'56"	85.86'	N 38°12'18" E	85.52'
C97	279.00'	2°14'35"	10.92'	N 28°16'02" E	10.92'
C98	643.00'	3°07'14"	35.02'	S 64°25'02" E	35.02'
C99	643.00'	1°41'32"	18.99'	S 66°49'25" E	18.99'
C100	643.00'	3°25'53"	38.51'	S 69°23'08" E	38.50'
C101	643.00'	3°25'53"	38.51'	S 72°49'01" E	38.50'
C102	643.00'	3°25'53"	38.51'	S 76°14'54" E	38.50'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C103	643.00'	3°25'53"	38.51'	S 79°40'47" E	38.50'
C104	643.00'	3°25'53"	38.51'	S 83°06'40" E	38.50'
C105	643.00'	3°25'53"	38.51'	S 86°32'33" E	38.50'
C106	643.00'	3°25'53"	38.51'	S 89°58'26" E	38.50'
C107	643.00'	3°25'53"	38.51'	N 86°35'41" E	38.50'
C108	643.00'	1°07'47"	12.68'	N 84°18'51" E	12.68'
C109	979.00'	0°45'23"	12.93'	N 84°07'40" E	12.93'
C110	979.00'	6°00'04"	102.54'	N 87°30'23" E	102.49'
C111	493.00'	2°07'38"	18.30'	N 1°32'06" E	18.30'
C112	493.00'	4°26'34"	38.23'	N 1°45'00" W	38.22'
C113	493.00'	4°26'34"	38.23'	N 6°11'33" W	38.22'
C114	493.00'	4°26'34"	38.23'	N 10°38'07" W	38.22'
C115	493.00'	5°06'54"	44.01'	N 15°24'50" W	44.00'
C116	325.00'	6°22'06"	36.12'	N 6°19'41" E	36.11'
C117	325.00'	25°43'47"	145.95'	N 18°16'44" E	144.72'
C118	321.00'	3°23'59"	19.05'	N 13°49'26" W	19.04'
C119	321.00'	8°49'21"	49.43'	N 7°42'46" W	49.38'
C120	321.00'	8°49'21"	49.43'	N 1°06'35" E	49.38'
C121	321.00'	2°44'22"	15.35'	N 6°33'27" E	15.35'
C122	643.00'	33°23'32"	374.76'	S 79°33'13" E	369.49'
C123	15.00'	80°43'37"	21.13'	N 55°53'14" W	19.43'
C124	15.00'	99°16'23"	25.99'	N 34°06'46" E	22.86'
C125	979.00'	6°45'27"	115.46'	N 87°07'42" E	115.40'
C126	25.00'	88°05'30"	40.18'	S 43°26'30" E	35.99'
C127	493.00'	20°34'13"	177.00'	N 7°41'11" W	176.05'
C128	15.00'	85°29'02"	22.38'	S 44°46'14" W	20.36'
C129	325.00'	32°05'54"	182.07'	N 51°27'48" E	179.70'
C130	15.00'	81°43'44"	21.40'	S 78°15'43" W	19.63'
C131	1540.00'	0°44'40"	20.01'	N 82°17'33" E	20.01'
C132	12.00'	90°00'00"	18.85'	S 51°15'02" E	16.97'
C133	1128.00'	8°22'18"	172.12'	S 87°56'07" W	171.97'
C134	1154.00'	8°21'42"	168.41'	N 87°55'49" E	168.26'
C135	12.00'	90°00'00"	18.85'	N 38°44'58" E	16.97'
C136	275.00'	5°02'10"	24.17'	S 12°55'16" E	24.16'
C137	36.00'	90°00'00"	56.55'	N 51°15'02" W	50.91'
C138	12.00'	90°00'00"	18.85'	S 51°15'02" E	16.97'
C139	1309.00'	8°25'10"	192.35'	N 87°57'33" E	192.18'
C140	1321.00'	8°25'24"	194.21'	N 87°57'40" E	194.03'
C141	1552.00'	21°40'24"	587.08'	N 86°32'02" E	583.58'
C142	15.00'	70°31'44"	18.46'	N 43°31'30" E	17.32'
C143	15.00'	10°22'33"	2.72'	N 13°26'54" E	2.71'
C144	275.00'	2°31'28"	12.12'	N 14°10'36" W	12.12'
C145	15.00'	88°05'59"	23.06'	N 46°38'55" E	20.86'
C146	1035.00'	6°56'56"	125.53'	N 87°13'26" E	125.45'
C147	5.00'	80°43'37"	7.04'	S 55°53'14" E	6.48'
C148	265.00'	4°18'47"	19.95'	S 13°22'02" E	19.94'
C149	1175.00'	7°52'58"	161.66'	S 87°41'27" W	161.53'
C150	1185.00'	7°53'27"	163.20'	S 87°41'42" W	163.07'
C151	265.00'	17°18'14"	80.03'	N 0°23'29" W	79.73'
C152	25.00'	53°07'48"	23.18'	S 23°57'59" E	22.36'
C153	25.00'	37°10'03"	16.22'	S 69°06'54" E	15.93'

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	N27°09'31"E	61.16'
L2	S27°08'45"W	81.98'
L3	N83°44'58"E	128.60'
L4	S25°23'47"E	46.20'
L5	S12°54'56"E	57.36'
L6	S5°35'30"E	88.95'
L7	S1°28'53"E	69.01'
L8	S3°34'06"W	21.57'
L9	S8°15'38"W	78.96'
L10	N81°44'22"W	98.62'
L11	S8°15'38"W	80.44'
L12	S75°41'50"W	120.48'
L13	N87°24'05"W	46.00'
L14	S8°35'55"W	21.71'
L15	N84°17'59"W	48.15'
L16	N27°08'44"E	33.74'
L17	N62°51'16"W	215.95'
L18	S8°15'38"W	63.96'
L19	N8°15'38"E	64.44'
L20	S2°35'55"W	94.29'
L21	N2°35'55"E	95.50'
L22	S27°08'44"W	84.55'
L23	N27°08'44"E	76.69'
L24	N62°51'16"W	52.50'
L25	N68°33'37"W	30.27'
L26	N62°51'18"W	25.00'
L27	N67°30'45"E	77.80'
L28	N27°08'45"E	109.08'
L29	S62°51'18"E	3.55'
L30	S62°51'18"E	21.45'
L31	S68°33'37"E	8.65'
L32	S68°33'37"E	21.62'
L33	S62°51'16"E	8.55'
L34	S62°51'16"E	40.00'
L35	S62°51'16"E	3.95'
L36	N60°07'26"W	37.87'
L37	N53°22'32"W	37.64'
L38	N46°36'40"W	37.64'
L39	N39°50'48"W	37.64'
L40	N33°04'56"W	37.64'
L41	N26°19'04"W	37.64'
L42	N19°33'11"W	37.64'
L43	N12°47'19"W	37.64'
L44	N6°01'27"W	37.64'
L45	N0°35'48"E	38.17'
L46	N2°35'55"E	34.81'
L47	S57°50'16"E	42.20'
L48	S67°18'01"E	40.00'
L49	S76°18'53"E	82.28'
L50	N59°30'38"E	111.84'
L51	S89°01'39"E	46.55'
L52	N88°40'55"E	7.47'
L53	S88°40'55"W	34.12'
L54	N88°40'55"E	39.20'
L55	S88°40'55"W	12.55'
L56	S86°34'19"W	21.57'
L57	N86°34'19"E	32.90'
L58	N86°34'19"E	17.63'
L59	S84°39'02"W	16.49'
L60	N84°39'02"E	12.16'
L61	N84°39'02"E	22.54'
L62	N27°03'59"E	47.92'

LINE DATA		
NUMBER	BEARING	DISTANCE
L63	N27°11'07"E	37.76'
L64	S8°50'27"E	20.46'
L65	N53°50'11"E	34.51'
L66	S35°51'22"E	21.14'
L67	N60°49'41"E	34.69'
L68	N31°15'37"W	23.48'
L69	S62°51'25"E	120.00'
L70	S63°03'46"E	40.00'
L71	S64°32'15"E	45.98'
L72	S69°23'08"E	46.29'
L73	S72°49'01"E	46.29'
L74	S76°14'54"E	46.29'
L75	S79°40'47"E	46.29'
L76	S83°06'40"E	46.29'
L77	S84°56'18"E	3.02'
L78	S86°33'15"E	40.58'
L79	S88°09'30"E	2.69'
L80	S89°39'04"E	37.58'
L81	N87°28'13"E	8.71'
L82	N87°28'13"E	31.37'
L83	N85°25'55"E	14.91'
L84	N84°05'33"E	25.09'
L85	N67°30'45"E	78.10'
L86	N82°12'51"W	41.23'
L87	N1°32'06"E	23.06'
L88	N1°46'17"W	48.14'
L89	N61°10'18"W	48.14'
L90	N10°38'07"W	48.14'
L91	N16°36'40"W	81.33'
L92	S62°27'37"E	65.53'
L93	S6°15'02"E	9.00'
L94	N6°15'02"W	15.00'
L95	S3°10'37"E	15.00'
L96	N83°44'58"E	9.90'
L97	S6°15'02"E	24.00'
L98	N75°41'50"E	39.89'
L99	S0°17'01"W	37.83'
L100	S0°17'01"W	37.72'
L101	S6°15'02"E	9.71'
L102	S6°15'02"E	7.59'
L103	S86°34'19"W	6.30'
L104	S84°39'02"W	26.88'
L105	S6°15'02"E	12.50'
L106	N83°44'58"E	45.90'
L107	N6°15'02"W	2.50'
L108	S38°44'58"W	7.07'
L109	S83°44'58"W	16.61'
L110	N6°15'02"W	15.00'
L111	N83°44'58"E	10.39'
L112	N38°44'58"E	7.07'
L113	S87°24'05"E	64.73'

BLOCK	LOT	MIN. FFE
P	2	518.1
P	3	517.9
P	4	517.9
P	5	518.0
P	6	518.2
P	7	518.4
P	9	518.9
P	10	519.3
P	11	519.6
P	12	519.8
P	13	520.1
P	14	520.3
P	15	520.5
P	16	520.8

STREET NAMES		
STREET	R.O.W. WIDTH	CENTERLINE LENGTH
HARVEST RIDGE BOULEVARD	VARIES	746 FT.
HAYLOFT LANE	46 FT.	131 FT.
TILLAGE ROAD (TRAVIS COUNTY)	46 FT.	514 FT.
TILLAGE ROAD (BASTROP COUNTY)	46 FT.	1,110 FT.
HERITAGE MILL TRAIL	46 FT.	1,080 FT.
LAVENDER LANE	46 FT.	437 FT.
HUCKLEBERRY LANE	46 FT.	834 FT.
BARLEY LANE	46 FT.	815 FT.
TOTAL LINEAR FEET		5,667 FT.

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	158	21.117 AC.
PUBLIC SAFETY SERVICES SITE	1	2.001 AC.
AQUA WSC PROPOSED PUMP STATION SITE	1	2.248 AC.
WEST GREENBELT, PARKLAND, & DRAINAGE LOT	1	2.759 AC.
DRAINAGE LOT	2	1.107 AC.
RIGHT-OF-WAY DEDICATION	1	0.511 AC.
OPEN SPACE/LANDSCAPE LOT	3	0.289 AC.
WASTEWATER/P.A. LOT	1	0.060 AC.
RIGHT-OF-WAY	–	7.165 AC.
TOTAL	168	37.257 AC.

FINAL PLAT
HARVEST RIDGE SUBDIVISION SECTION TWO

A SUBDIVISION OF 37.257 ACRES OF LAND
LOCATED IN THE
T. CHRISTIAN SURVEY, ABSTRACT NO. 20
BASTROP COUNTY, TEXAS AND THE
T. CHRISTIAN SURVEY, ABSTRACT NO. 2296
TRAVIS COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

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LEGAL DESCRIPTION

FIELD NOTES FOR A 37.257 ACRE TRACT OF LAND IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20, BASTROP COUNTY, TEXAS, AND THE T. CHRISTIAN SURVEY, ABSTRACT NO. 2296, TRAVIS COUNTY, TEXAS; BEING PARTIALLY OUT OF A CALLED 234.288 ACRE TRACT OF LAND AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2018175490 AND PARTIALLY OUT OF A CALLED 48.827 ACRE TRACT OF LAND RECORDED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2019032785, BOTH CONVEYED UNTO CLAYTON PROPERTIES GROUP, INC., DOING BUSINESS IN TEXAS AS BROHN HOMES, AND BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 37.257 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a cap stamped "ZWA" found on the east right-of-way line of County Line Road (R.O.W. ~varies, 60' min) no reference found at the common corner of said 234.288 acre tract and a called 10.00 acre tract of land as conveyed unto Clyde T. Lundgren and Wife, Betty S. Lundgren in Volume 7619, Page 44 of the Deed Records of Travis County, Texas for the northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, S 62°51'36" E, departing said right-of-way line, coincident with the common line of the 234.288 acre tract and said 10.00 acre tract, a distance of 476.36 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the southeast corner of the 10.00 acre tract for a re-entrant corner of the 234.288 acre tract and the herein described tract;

THENCE, N 27° 09' 31" E, continuing coincident with said common line, a distance of 61.16 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a northerly corner of the herein described tract;

THENCE, departing said common line, over and across the 234.288 acre tract and the aforementioned 48.827 acre tract the following thirty-three (33) courses:

1) S 62° 51' 21" E, a distance of 176.05 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a northerly corner of the herein described tract;
2) S 27° 08' 45" W, a distance of 81.98 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of curvature of the herein described tract;
3) Curving to the left with a radius of 15.00 feet, a central angle of 90° 00' 10", an arc length of 23.56 feet, a chord bearing of S 17° 51' 20" E, and a chord distance of 21.21 feet a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of tangency of the herein described tract;
4) S 62° 51' 25" E, a distance of 255.17 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of curvature of the herein described tract;
5) Curving to the left with a radius of 597.00 feet, a central angle of 33° 23' 37", an arc length of 347.95 feet, a chord bearing of S 79° 33' 13" E, and a chord distance of 343.04 feet a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of tangency of the herein described tract;
6) N 83° 44' 58" E, a distance of 128.60 feet a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of curvature of the herein described tract;
7) Curving to the left with a radius of 15.00 feet, a central angle of 99° 13' 48", an arc length of 25.98 feet, a chord bearing of N 34° 08' 04" E, and a chord distance of 22.85 feet a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of reverse curvature of the herein described tract;
8) Curving to the right with a radius of 325.00 feet, a central angle of 09° 13' 48", an arc length of 52.36 feet, a chord bearing of N 10° 51' 56" W, and a chord distance of 52.30 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for a north corner of the herein described tract;
9) N 83° 44' 58" E, a distance of 166.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the northeast corner of the herein described tract;
10) S 25° 23' 47" E, a distance of 46.20 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
11) S 15° 31' 25" E, a distance of 470.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
12) S 12° 54' 56" E, a distance of 57.36 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
13) S 05° 35' 30" E, a distance of 68.95 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
14) S 01° 28' 53" E, a distance of 69.01 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
15) S 03° 34' 06" W, a distance of 21.57 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
16) S 08° 15' 38" W, a distance of 78.96 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a southeast corner of the herein described tract;
17) N 81° 44' 22" W, a distance of 98.62 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
18) S 08° 15' 38" W, a distance of 80.44 feet a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve for the southeast corner of the herein described tract;
19) Curving to the left with a radius of 1,001.68 feet, a central angle of 21° 45' 39", an arc length of 380.44 feet, a chord bearing of S 85° 40' 05" W, and a chord distance of 378.16 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
20) S 74° 46' 08" W, a distance of 344.75 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the most southerly corner of the herein described tract;
21) N 15° 13' 52" W, a distance of 152.82 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
22) S 75° 41' 50" W, a distance of 120.48 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;
23) Curving to the right with a radius of 599.05 feet, a central angle of 16° 11' 42", an arc length of 283.50 feet, a chord bearing of S 83° 49' 23" W, and a chord distance of 282.55 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve and the beginning of another non-tangent curve;
24) Curving to the right with a radius of 25.00 feet, a central angle of 90° 19' 52", an arc length of 39.40 feet, a chord bearing of N 42° 33' 00" W, and a chord distance of 35.45 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at a point of tangency of the herein described tract;
25) N 02° 35' 55" E, a distance of 189.31 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
26) N 87° 24' 05" W, a distance of 46.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
27) S 02° 35' 55" W, a distance of 21.71 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
28) N 84° 17' 59" W, a distance of 48.15 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve,
29) Curving to the right with a radius of 469.29 feet, a central angle of 16° 52' 46", an arc length of 138.25 feet, a chord bearing of N 75° 48' 00" W, and a chord distance of 137.75 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
30) N 67° 18' 01" W, a distance of 352.88 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
31) N 27° 08' 44" E, a distance of 33.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
33) N 62° 51' 16" W, a distance of 215.95 feet to a 1/2-inch iron rod with a cap stamped "ZWA" found on the common line of the aforementioned 48.827 acre tract and aforementioned east right-of-way line of County Line Road for the southwest corner of the herein described tract;

N 27° 32' 23" E, coincident with said common line, a distance of 189.32 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of said 48.827 acre tract and the aforementioned 234.288 acre tract, for an angle point of the herein described tract;

N 27° 07' 26" E, coincident with the common line of said right-of-way and said 234.288 acre tract, a distance of 708.82 feet to the POINT OF BEGINNING and containing 37.257 acre of land, more or less.

Drawing

FINAL PLAT
HARVEST RIDGE SUBDIVISION SECTION TWO

A SUBDIVISION OF 37.257 ACRES OF LAND
LOCATED IN THE
T. CHRISTIAN SURVEY, ABSTRACT NO. 20
BASTROP COUNTY, TEXAS AND THE
T. CHRISTIAN SURVEY, ABSTRACT NO. 2296
TRAVIS COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

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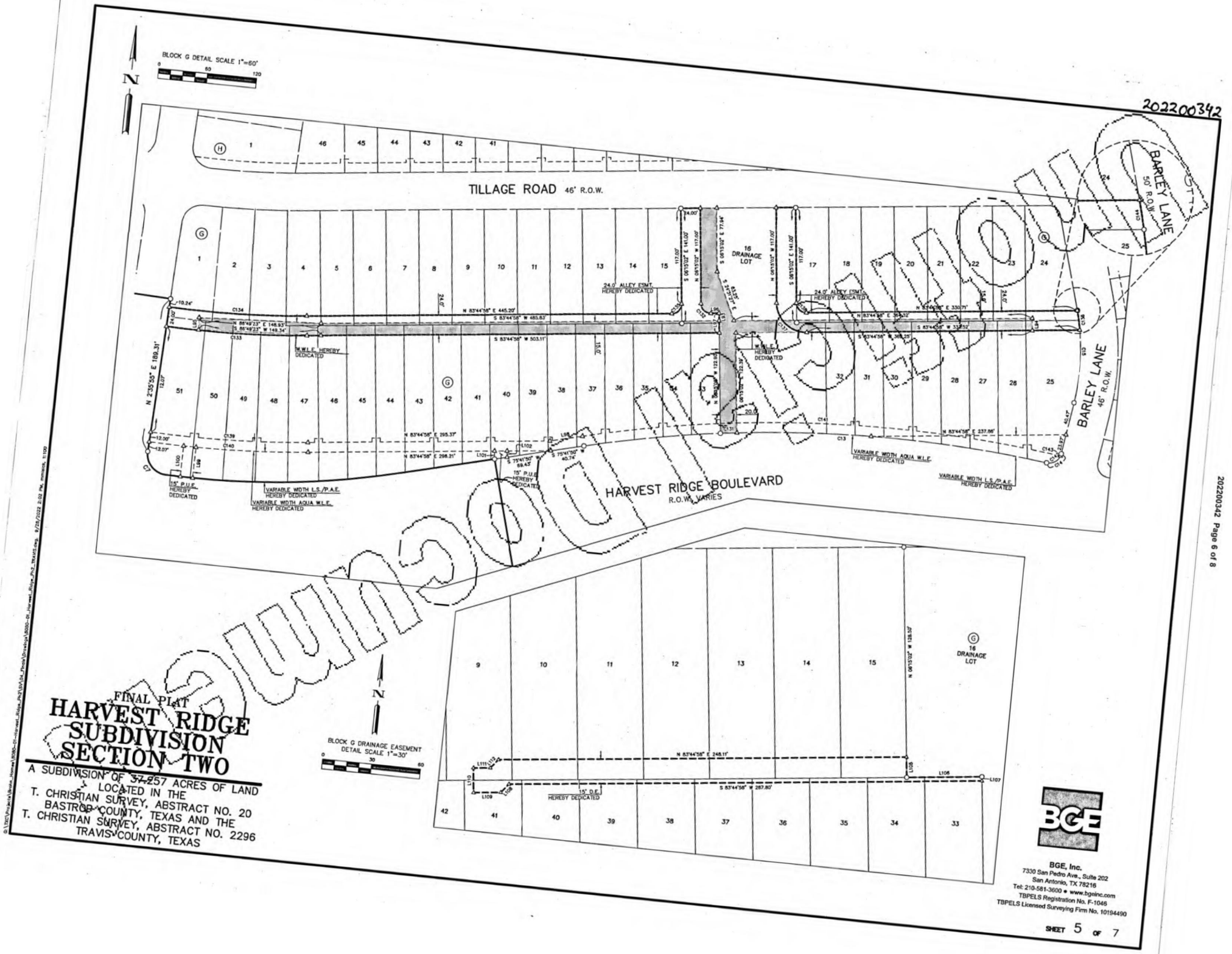

Swinson

FINAL PLAT

HARVEST RIDGE SUBDIVISION SECTION TWO

A SUBDIVISION OF 37.257 ACRES OF LAND
LOCATED IN THE
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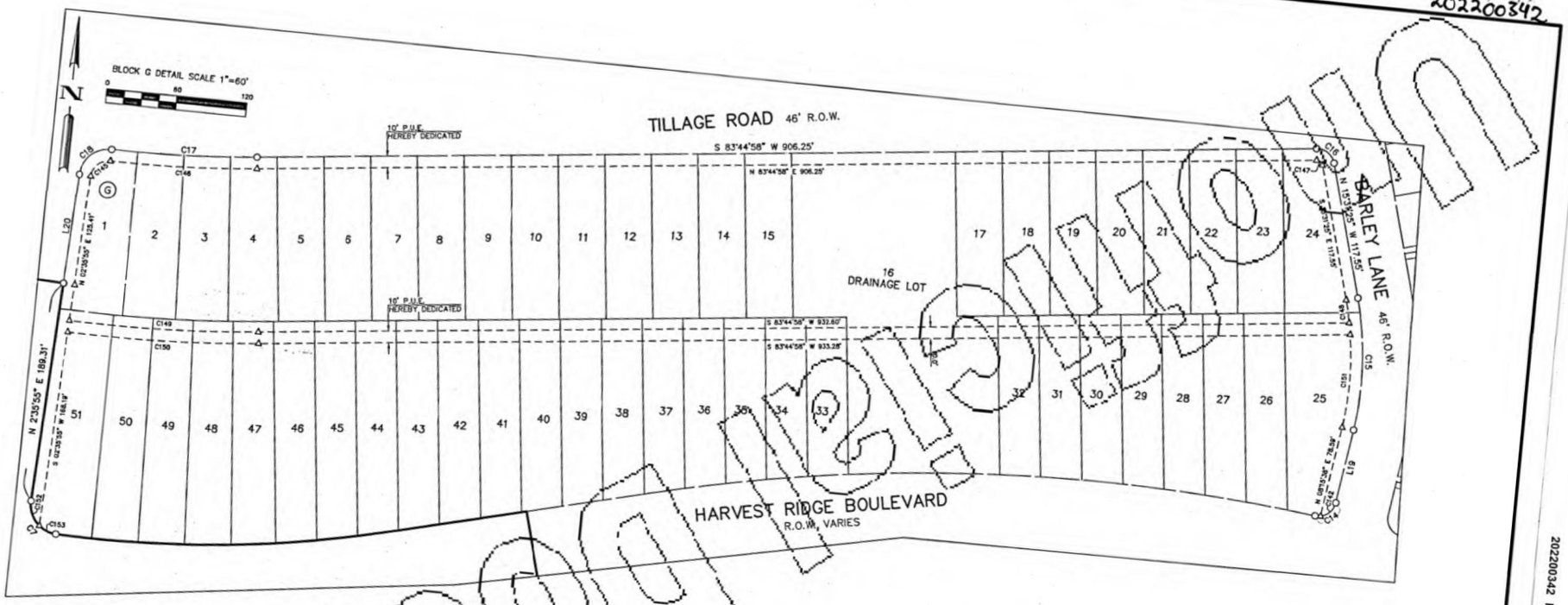
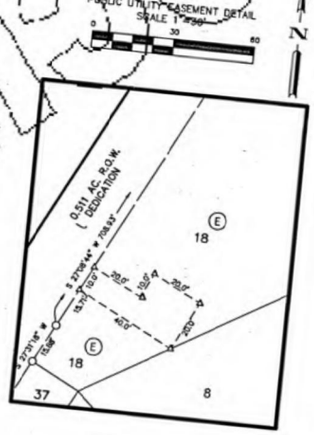
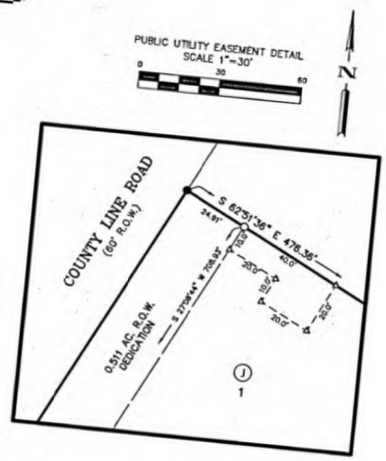
SHEET 5 OF 7

202200342







FINAL PLAT

HARVEST RIDGE SUBDIVISION SECTION TWO

A SUBDIVISION OF 37.257 ACRES OF LAND
LOCATED IN THE
T. CHRISTIAN SURVEY, ABSTRACT NO. 20
BASTROP COUNTY, TEXAS AND THE
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TBPELS Licensed Surveying Firm No. 10194490

SHEET 6 OF 7

Drawing Not Approved

STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT CLAYTON PROPERTIES GROUP, INC, DOING BUSINESS AS BROHN HOMES, BEING THE OWNER OF A 37.257 ACRE TRACT OF LAND IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20, BASTROP COUNTY, TEXAS, AND THE T. CHRISTIAN SURVEY, ABSTRACT NO. 2296, TRAVIS COUNTY, TEXAS, BEING PARTIALLY OUT OF CALLED 234.288 ACRE TRACT OF LAND AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018175490 AND PARTIALLY OUT OF A CALLED 48.827 ACRE TRACT OF LAND AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2019032785, BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, DOES HEREBY SUBDIVIDE THE AFOREMENTIONED 37.257 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

HARVEST RIDGE SUBDIVISION SECTION TWO

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS, AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 24 DAY OF October, 2022 A.D.

ADAM BOENIG, VICE PRESIDENT
CLAYTON PROPERTIES GROUP, INC.
DBA "BROHN HOMES"
6720 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TEXAS 78730

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ADAM BOENIG, VICE PRESIDENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS
Lisa Marie Riverstark
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES Nov. 14, 2023

Lisa Marie Riverstark
My Commission Expires
11/14/2023
ID No. 12157564

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, J. ADAM BERRY, P.E., DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLY WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF ELGIN, TEXAS.

J. ADAM BERRY, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 120743
DATE: 10/6/2022

BGE, INC.
101 WEST LOUIS HENNA BLVD, SUITE 400
AUSTIN, TEXAS 78728

STATE OF TEXAS OF J. ADAM BERRY 120743 LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS §
COUNTY OF BEXAR §

I, DION P. ALBERTSON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WILL BE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF ELGIN, TEXAS, UPON COMPLETION OF CONSTRUCTION.

DION P. ALBERTSON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4963
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216

10/5/22
DATE

STATE OF TEXAS REGISTERED DION P. ALBERTSON 4963 PROFESSIONAL LAND SURVEYOR

GENERAL NOTES:

1. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN'S CORPORATE CITY LIMITS, ONLY FOR THE LIMITED PURPOSE SET FORTH IN CITY OF ELGIN ORDINANCE NO. 2021-05-18-13, WITHIN BASTROP COUNTY AND TRAVIS COUNTY.
2. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83
3. THE PROPERTY LIES IN UNSHADED ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAPS FOR BASTROP COUNTY, TEXAS, AND INCORPORATED AREAS, MAP NUMBER 48021C0075C, EFFECTIVE JANUARY 19, 2006. ANY FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
4. THIS FINAL PLAT IS IN GENERAL CONFORMANCE WITH THE PRELIMINARY PLAT.
5. THIS SUBDIVISION IS IN AND SERVED BY AQUA WATER SUPPLY CORPORATION CCN FOR WATER SERVICE.
6. THE SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN'S WASTEWATER CCN. ALTESSA MUD WILL PROVIDE RETAIL WASTEWATER SERVICE TO THE SUBDIVISION P[redacted] A WASTEWATER SERVICE AGREEMENT WITH THE CITY OF ELGIN APPROVED IN CITY OF ELGIN RESOLUTION NO. 2020-12-15-60.
7. NO DWELLING STRUCTURE MAY BE OCCUPIED UNTIL SUCH TIME AS WATER AND WASTEWATER CONNECTIONS ARE FULLY OPERATIONAL.
8. PUBLIC UTILITY EASEMENTS ARE TO BE USED FOR UTILITY SERVICE, INCLUDING TELECOMMUNICATION, GAS, AND ELECTRICITY PROVIDED TO LOTS WITHIN THIS SU[redacted] D THE OVERALL HARVEST RIDGE DEVELOPMENT ONLY. PUE'S ARE NOT ALLOWED FOR PASS-THRU OR PRIMARY MAINS SERVICING OUTSIDE DEVELOPMENT, UNLESS AGRE[redacted] WRITING WITH THE DEVELOPER/OWNER (CLAYTON PROPERTIES GROUP, INC.).
9. ALL ELECTRICAL, TELEPHONE, CABLE TELEVISION, GAS, AND SIMILAR UTILITY SERVICE LINES SHALL BE PLACED UNDERGROUND. SUCH LINES SHALL BE INSTALLED[redacted] NCE WITH THE REGULATIONS AND REQUIREMENTS ESTABLISHED BY EACH UTILITY OR SERVICE COMPANY, AS APPLICABLE, AND CITY ORDINANCE.
10. NO FENCING SHALL BE PLACED IN THE AQUA EASEMENT ALONG HARVEST RIDGE BOULEVARD AND SHALL NOT RESTRICT ACCESS TO AQUA WATER METERS.
11. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, GRASS LANDSCAPING, AND D[redacted] SIDEWALK PAVING. AQUA WATER SUPPLY CORPORATION SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUC[redacted] OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING, OR RECONSTRUCTING ANY UTILITIES.
12. LOT 16, BLOCK G, LOT 10, BLOCK H, & LOT 6, BLOCK J WILL BE CONVEYED TO ALTESSA MUD AND SHALL BE MAINTAINED BY ALTESSA MUD OR A HOMEOWNE[redacted] ON.
13. NO PORTION OF THIS SUBDIVISION IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR CONTRIBUTING ZONE.
14. THIS PROJECT IS LOCATED IN THE LOWER COLORADO-CUMMINS WATERSHED WHICH IS CLASSIFIED AS A SUBURBAN WATER SUPPLY WATERSHED.
15. ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER. APPROVAL OF THIS PLAT BY THE CITY OF ELGIN DOES NOT REMOVE THE[redacted] BILITIES.

APPROVED BY:

AQUA WATER SUPPLY CORPORATION 11/7/2022 DATE

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

[redacted]

NOTARY PUBLIC, STATE OF TEXAS

CITY OF ELGIN:
CERTIFICATE OF APPROVAL:

THIS FINAL PLAT WAS APPROVED BY THE CITY OF ELGIN PLANNING & ZONING COMMISSION ON THIS 20th DAY OF Dec., 2022

Antonio A. Prado 05 Dec 22 CHAIRPERSON DATE
David Darrell 05 DEC 2022 RECORDING SECRETARY DATE

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, REBECCA GUERRERO, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THIS THE 27 DAY OF December 2022 A.D., DULY RECORDED ON THIS THE 27 DAY OF December 2022 A.D., AT 10:00 O'CLOCK AM., PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. 2022005[redacted] OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, ON THIS THE 27 DAY OF December 2022 A.D.,

REBECCA GUERRERO
COUNTY CLERK
TRAVIS COUNTY, TEXAS

BY: Kimberly Johnson
DEPUTY

FINAL PLAT
HARVEST RIDGE SUBDIVISION SECTION TWO

A SUBDIVISION OF 37.257 ACRES OF LAND
LOCATED IN THE
T. CHRISTIAN SURVEY, ABSTRACT NO. 20
BASTROP COUNTY, TEXAS AND THE
T. CHRISTIAN SURVEY, ABSTRACT NO. 2296
TRAVIS COUNTY, TEXAS

UNOFFICIAL DOCUMENT

BGE
BGE,
7330 San Pedro [redacted]2
San Antonio
Tel: 210-581-3600 [redacted].com
TBPELS Registra[redacted]6
TBPELS Licensed Surve[redacted]0194490

SHEE[redacted] 7 7

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20220342 Page 8 of 8

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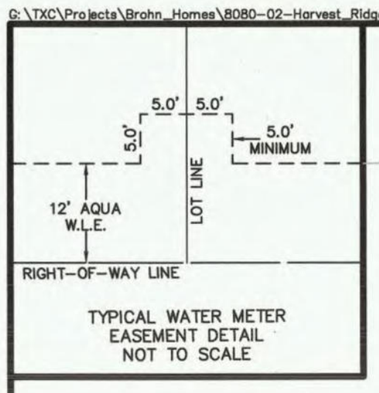
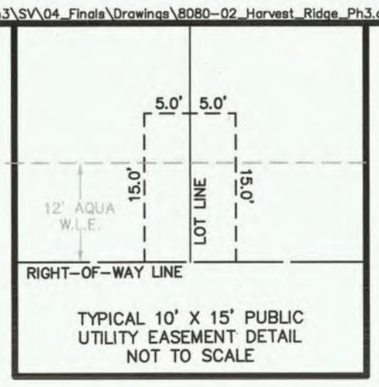
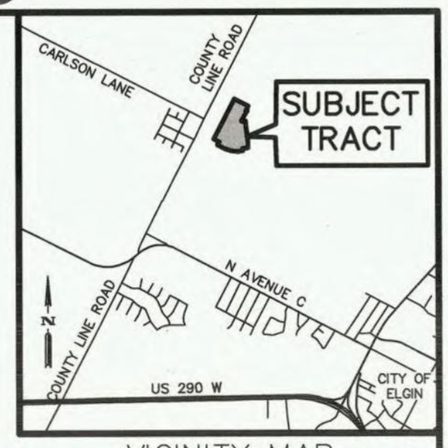


TYPICAL WATER METER EASEMENT DETAIL
NOT TO SCALE



TYPICAL 10' X 15' PUBLIC UTILITY EASEMENT DETAIL
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

UNDER NO CIRCUMSTANCES WILL THE CITY BE OBLIGATED TO ACCEPT STREETS, ROADWAYS, ALLEYS, CURBS, GUTTERS/DRAINAGE SYSTEMS, SIDEWALKS, STREET LIGHTS, AND/OR RELATED IMPROVEMENTS WITHIN THE DISTRICT FOR OWNERSHIP, OPERATION, AND MAINTENANCE UNTIL SUCH TIME OF FULL-PURPOSE ANNEXATION. .WITH RESPECT TO SUCH STREETS AND ROADWAYS WITHIN THE DISTRICT, THE DEVELOPER SHALL DESIGN AND CONSTRUCT THE STREETS AND ROADWAYS SOLELY TO THE CITY'S APPLICABLE STANDARDS, AS MODIFIED BY THE DEVELOPMENT AGREEMENT. THE DISTRICT WILL BE OBLIGATED TO ACCEPT, OPERATE, AND MAINTAIN THE STREETS AND ALL OTHER COMPONENTS THEREOF, INCLUDING BUT NOT LIMITED TO CURBS, GUTTER/DRAINAGE SYSTEMS, SIDEWALKS AND STREET LIGHTS.

LEGEND

A.W.L.E.	AQUA WATER LINE EASEMENT
DOC.	DOCUMENT
D.R.T.C.	DEED RECORDS OF TRAVIS COUNTY
ESMT.	EASEMENT
NO.	NUMBER
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
O.S.	OPEN SPACE
O.S.D.	OPEN SPACE/DRAINAGE
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
W.L.E.	WATERLINE EASEMENT
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
△	CALCULATED POINT
○	SET 1/2" IRON ROD W/ "BGE, INC." CAP

STREET NAMES		
STREET	R.O.W. WIDTH	CENTERLINE LENGTH
LAVENDER LANE	46 FT.	1,285 FT.
WINTER WHEAT PASS	50 FT.	151 FT.
BLUESTEM DRIVE	46 FT.	634 FT.
HONEYBEE LANE	46 FT.	452 FT.
CIDER CREEK DRIVE	46 FT.	338 FT.
BARLEY LANE	46 FT.	1,109 FT.
TOTAL LINEAR FEET		3,969 FT.

ISAAC BASNER SURVEY ABSTRACT 2295

ISAAC BASNER SURVEY ABSTRACT 13

THOMAS CHRISTIAN SURVEY ABSTRACT 2296

THOMAS CHRISTIAN SURVEY ABSTRACT 20

T. CHRISTIAN SURVEY, ABSTRACT NO. 2296

T. CHRISTIAN SURVEY, ABSTRACT NO. 20

TRAVIS COUNTY / BASTROP COUNTY

A CALLED 4.737 ACRE TRACT
CLYDE T. LUNDGREN AND WIFE, BETTY S. LUNDGREN
VOL. 7619, PG. 47 D.R.T.C.

A CALLED 10.00 ACRE TRACT
CLYDE T. LUNDGREN AND WIFE, BETTY S. LUNDGREN
VOL. 7619, PG. 44 D.R.T.C.

A CALLED 147.144 ACRE TRACT
RSM REAL ESTATE LP
DOC. NO. 201414715
O.P.R.T.C.

A CALLED 234.288 ACRE TRACT
CLAYTON PROPERTIES GROUP, INC.
DBA BROHN HOMES
DOC. NO. 2018175490, O.P.R.T.C.

A CALLED 234.288 ACRE TRACT
CLAYTON PROPERTIES GROUP, INC.
DBA BROHN HOMES
DOC. NO. 2018175490, O.P.R.T.C.

P.O.B.

S 24°54'39" W +/- 6,676.49'

N 27°09'31" E 1,285.07'

S 62°54'55" E 451.95'

S 27°08'45" W 219.98'

S 6°15'02" E 546.00'

S 06°15'02" E 100.00'

N 62°51'21" W 176.05'

N 62°51'25" W 255.17'

N 62°51'36" W 476.36'

LAVENDER LANE 46' R.O.W.

WINTER WHEAT PASS 50' R.O.W.

HONEYBEE LANE 46' R.O.W.

BLUESTEM DRIVE 46' R.O.W.

CIDER CREEK DRIVE 46' R.O.W.

BARLEY LANE 46' R.O.W.

HUCKLEBERRY LANE 46' R.O.W.

CENTERLINE OF CREEK

WATERWAY BUFFER ZONE

APPROXIMATE 100-YEAR FLOODPLAIN PER FEMA FIRM NO. 48021C0075E EFFECTIVE JANUARY 29, 2006

12' A.W.L.E. HEREBY DEDICATED

10.0' P.U.E. HEREBY DEDICATED

TYPICAL P.U.E. NOTCHOUT SEE DETAIL THIS SHEET

ALLEY ESMT. SEE DETAIL SHEET 2

9 O.S.D. LOT 0.157 AC.

10 O.S.D. LOT 0.240 AC.

4 O.S.D. LOT 0.448 AC.

24 O.S.D. LOT 0.060 AC.

1 PUBLIC SAFETY SITE 2.00 AC.

6 DRAINAGE LOT 0.25 AC.

5/8" "ZWA"

HARVEST RIDGE PHASE 2

HARVEST RIDGE PHASE 2B

0 100 200 300

N

BEARING BASIS:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4204, NAD83.

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	125	16.784 AC.
OPEN SPACE/DRAINAGE LOT	4	0.904 AC.
RIGHT-OF-WAY	–	4.049 AC.
TOTAL LOTS	129	21.737 AC.
TOTAL BLOCKS	7	–

FINAL PLAT

HARVEST RIDGE SUBDIVISION SECTION THREE

A SUBDIVISION OF 21.737 ACRES OF LAND LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20 BASTROP COUNTY, TEXAS

OWNER: CLAYTON PROPERTIES GROUP, INC.
DBA BROHN HOMES
ADDRESS: 6720 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TX. 78730
PHONE: 512-551-1670 FAX: _____

ACREAGE: 21.737 ACRES
SURVEY: T. CHRISTIAN SURVEY, ABSTRACT NO. 20

NUMBER AND ACREAGE BY LOT TYPE: (SEE LAND USE SCHEDULE)

PLAT SUBMITTED: 03/22/2021
PLAT REVISED: 09/03/2021
02/16/2022
09/07/2022

SURVEYOR: BGE, INC. (DION P. ALBERTSON, RPLS)
PHONE: 210-581-3619 FAX: _____

ENGINEER: BGE, INC. (ADAM BERRY, PE)
PHONE: 512-879-0400 FAX: _____

COUNTY COURT OF BASTROP COUNTY TEXAS

FILED
December 13, 2022
COUNTY CLERK
BASTROP COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

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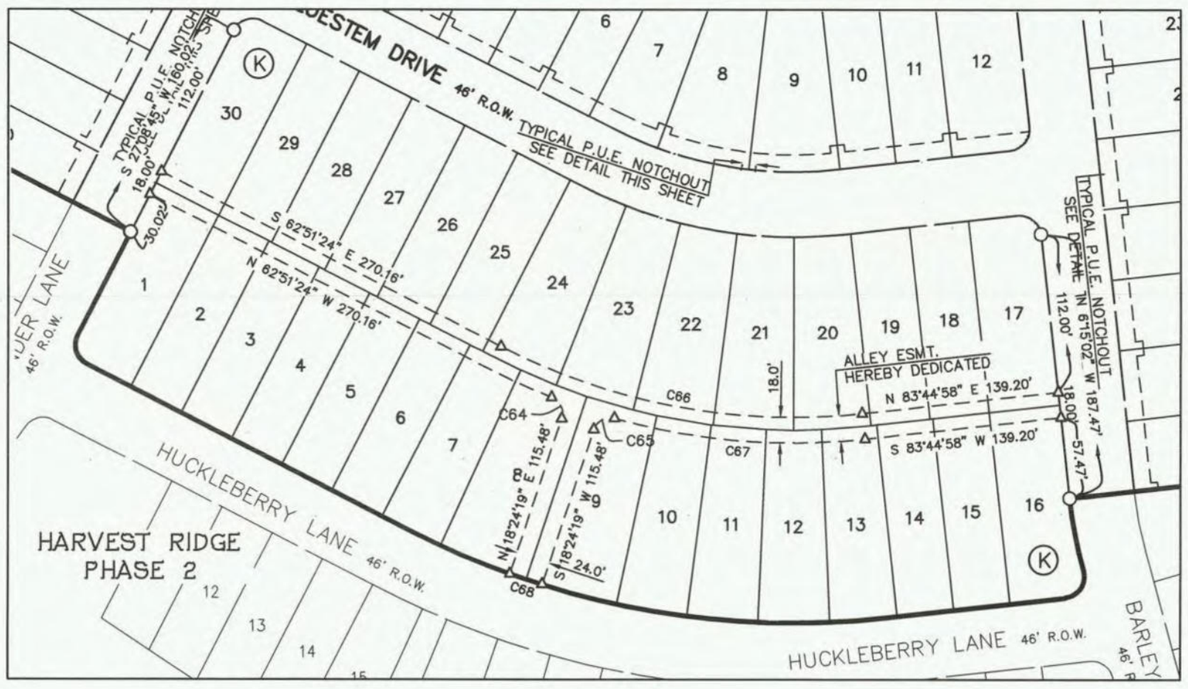
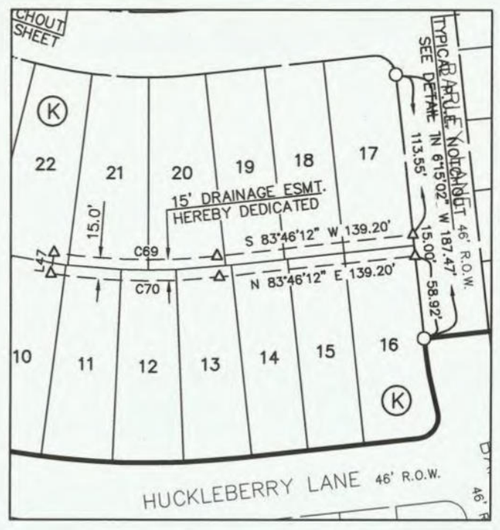
ALLEY EASEMENT DETAIL SCALE 1":100'



DRAINAGE EASEMENT DETAIL SCALE 1":100'



CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	15.00'	89°57'31"	23.55'	S 72°07'31" W	21.21'
C2	279.00'	12°53'14"	62.75'	S 20°42'08" W	62.62'
C3	325.00'	9°13'48"	52.36'	S 10°51'56" E	52.30'
C4	15.00'	99°13'48"	25.98'	N 34°08'04" E	22.85'
C5	597.00'	33°23'37"	347.95'	S 79°33'13" E	343.04'
C6	15.00'	90°00'10"	23.56'	N 17°51'20" W	21.21'
C7	15.00'	90°02'29"	23.57'	S 17°52'29" E	21.22'
C8	279.00'	33°23'47"	162.62'	S 10°26'52" W	160.33'
C9	15.00'	90°00'00"	23.56'	N 51°15'02" W	21.21'
C10	325.00'	33°23'37"	189.42'	S 79°33'13" E	186.75'
C11	15.00'	89°59'50"	23.56'	S 72°08'40" W	21.21'
C12	15.00'	90°00'10"	23.56'	N 17°51'20" W	21.21'
C13	15.00'	89°59'50"	23.56'	N 72°08'40" E	21.21'
C14	300.00'	3°48'24"	19.93'	N 25°14'23" E	19.93'
C15	300.00'	3°48'24"	19.93'	S 25°14'23" W	19.93'
C16	15.00'	89°57'31"	23.55'	S 72°07'31" W	21.21'
C17	15.00'	90°02'29"	23.57'	N 17°52'29" W	21.22'
C18	325.00'	33°23'47"	189.43'	S 10°26'52" W	186.76'
C19	15.00'	90°00'00"	23.56'	N 38°44'58" E	21.21'
C20	319.00'	33°23'37"	185.92'	S 79°33'13" E	183.30'
C21	15.00'	90°00'10"	23.56'	S 17°51'20" E	21.21'
C22	15.00'	89°59'50"	23.56'	S 72°08'40" W	21.21'
C23	365.00'	33°23'37"	212.73'	S 79°33'13" E	209.73'
C24	15.00'	90°00'00"	23.56'	N 51°15'02" W	21.21'
C25	15.00'	90°00'00"	23.56'	N 38°44'58" E	21.21'
C26	279.00'	33°23'37"	162.61'	S 79°33'13" E	160.32'
C27	15.00'	90°00'10"	23.56'	S 17°51'20" E	21.21'
C28	325.00'	2°50'01"	16.07'	S 25°43'44" W	16.07'
C29	325.00'	7°05'59"	40.27'	S 20°45'44" W	40.25'
C30	325.00'	7°15'28"	41.17'	S 13°35'01" W	41.14'
C31	325.00'	7°33'19"	42.86'	S 6°10'37" W	42.83'
C32	325.00'	7°31'17"	42.66'	S 1°21'41" E	42.63'
C33	325.00'	1°07'43"	6.40'	S 5°41'10" E	6.40'
C34	319.00'	10°09'18"	56.54'	N 88°49'37" E	56.47'
C35	319.00'	11°18'33"	62.96'	S 80°26'27" E	62.86'
C36	319.00'	11°18'33"	62.96'	S 69°07'55" E	62.86'
C37	319.00'	0°37'14"	3.45'	S 63°10'02" E	3.45'
C38	365.00'	0°32'27"	3.45'	S 63°07'38" E	3.45'
C39	365.00'	5°54'38"	37.65'	S 66°21'10" E	37.64'
C40	365.00'	5°56'24"	37.84'	S 72°16'41" E	37.82'
C41	365.00'	5°56'24"	37.84'	S 78°13'06" E	37.82'
C42	365.00'	5°56'24"	37.84'	S 84°09'30" E	37.82'
C43	365.00'	5°56'24"	37.84'	N 89°54'06" E	37.82'
C44	365.00'	3°10'56"	20.27'	N 85°20'26" E	20.27'
C45	279.00'	12°43'11"	61.94'	S 89°53'27" E	61.81'
C46	279.00'	13°35'35"	66.19'	S 76°44'04" E	66.04'
C47	279.00'	7°04'52"	34.48'	S 66°23'51" E	34.46'
C48	279.00'	9°52'23"	48.08'	S 1°18'50" E	48.02'
C49	279.00'	10°38'09"	51.79'	S 8°56'26" W	51.72'
C50	325.00'	5°50'57"	33.18'	S 65°46'53" E	33.16'
C51	325.00'	7°07'54"	40.45'	S 72°16'18" E	40.43'
C52	325.00'	7°07'54"	40.45'	S 79°24'12" E	40.43'
C53	325.00'	7°07'54"	40.45'	S 86°32'06" E	40.43'
C54	325.00'	6°08'59"	34.88'	N 86°49'28" E	34.87'
C55	300.00'	2°03'40"	10.79'	S 24°22'02" W	10.79'
C56	597.00'	3°43'50"	38.87'	N 85°36'53" E	38.86'
C57	597.00'	4°50'42"	50.48'	N 89°54'09" E	50.47'
C58	597.00'	4°50'42"	50.48'	S 85°15'09" E	50.47'
C59	597.00'	4°50'42"	50.48'	S 80°24'27" E	50.47'
C60	597.00'	6°23'25"	66.58'	S 74°47'23" E	66.55'
C61	597.00'	6°15'18"	65.18'	S 68°28'02" E	65.14'
C62	597.00'	2°28'58"	25.87'	S 64°05'54" E	25.87'
C63	300.00'	1°44'43"	9.14'	S 26°16'14" W	9.14'
C64	12.00'	87°08'45"	18.25'	N 25°10'04" W	16.54'
C65	12.00'	87°08'45"	18.25'	N 61°58'42" E	16.54'
C66	452.00'	33°23'38"	263.44'	S 79°33'13" E	259.73'
C67	470.00'	21°48'06"	178.84'	N 85°20'59" W	177.76'
C68	597.00'	2°18'13"	24.00'	S 71°35'41" E	24.00'
C69	453.50'	14°37'53"	115.81'	N 88°56'05" W	115.49'
C70	468.50'	14°37'53"	119.64'	S 88°56'05" E	119.31'

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	S27°06'16"W	126.66'
L2	S62°53'44"E	36.68'
L3	S27°06'16"W	46.00'
L4	N84°01'05"E	90.31'
L5	S79°37'17"E	19.85'
L6	S8°42'05"E	69.77'
L7	S5°03'34"W	50.99'
L8	S83°44'58"W	166.00'
L9	S83°44'58"W	128.60'
L10	N27°08'45"E	81.98'
L11	S27°08'45"W	111.55'
L12	N62°51'25"W	114.97'
L13	S62°51'25"E	114.96'
L14	N23°20'12"E	40.26'
L15	N27°08'45"E	31.50'
L16	S83°44'58"W	21.62'
L17	N83°44'58"E	21.62'
L18	N27°08'45"E	66.02'
L19	N62°46'06"W	40.00'
L20	S62°54'08"E	40.00'
L21	N69°20'44"W	35.84'
L22	S80°13'39"E	35.84'
L23	N89°02'25"E	34.86'
L24	S62°57'32"E	52.34'
L25	S67°24'40"E	13.14'
L26	S76°44'04"E	35.27'
L27	S89°39'00"W	4.15'
L28	S89°39'00"W	35.57'
L29	S63°35'00"E	34.13'
L30	S67°01'22"E	27.08'
L31	S70°20'21"E	23.24'
L32	S73°35'16"E	34.13'
L33	S76°54'41"E	17.28'
L34	S80°24'27"E	38.97'
L35	S82°53'58"E	1.12'
L36	S85°19'19"E	37.85'
L37	S88°53'16"E	19.52'
L38	N88°41'23"E	19.46'
L39	N85°20'21"E	35.21'
L40	S83°44'58"W	4.00'
L41	N83°44'58"E	42.00'
L42	N83°44'58"E	40.00'
L43	N83°44'58"E	36.68'
L44	S84°47'20"W	104.93'
L45	N86°25'29"E	19.99'
L46	S27°09'31"W	61.16'

BLOCK	LOT	MIN. FFE
P	17	520.9
P	18	521.2
P	19	521.4
P	20	521.7
P	21	521.9
P	22	522.2
P	23	522.5
P	25	522.8
P	26	523.3
P	27	523.6
P	28	523.8
P	29	524.1
P	30	524.4
P	31	524.6
P	32	524.8

FILED
December 13, 2022
COUNTY CLERK
BASTROP COUNTY, TEXAS

COUNTY COURT OF BASTROP COUNTY, TEXAS

FINAL PLAT
HARVEST RIDGE SUBDIVISION SECTION THREE

A SUBDIVISION OF 21.737 ACRES OF LAND
LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT
NO. 20 BASTROP COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

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LEGAL DESCRIPTION

FIELD NOTES FOR A 21.737 ACRE TRACT OF LAND IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20, BASTROP COUNTY, TEXAS; BEING OUT OF A CALLED 234.288 ACRE TRACT OF LAND AS CONVEYED UNTO CLAYTON PROPERTIES GROUP, INC., DBA BROHN HOMES IN DOCUMENT NO. 2018175490 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 21.737 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the south line of a called 147.144 acre tract of land as conveyed unto RSM REAL ESTATE LP in Document Number 201414715 of the Official Public Records of Travis County, Texas, at the common corner of said 234.288 acre tract and a called 4.737 acre tract of land as conveyed unto Clyde T. Lundgren and Wife, Betty S. Lundgren in Volume 7619, Page 47 of the Official Public Records of Travis County, Texas, for the northwest corner and POINT OF BEGINNING of the herein described tract:

THENCE, S 62°54'55" E, coincident with the common line of the 234.288 acre tract and said 147.144 acre tract, a distance of 451.95 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the northeast corner of the herein described tract;

THENCE, departing said common line, over and across the 234.288 acre tract the following twenty (21) courses:

1. S 27°06'16" W, a distance of 126.66 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
2. S 62°53'44" E, a distance of 36.68 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
3. S 27°06'16" W, a distance of 46.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;
4. Curving to the left, with a radius of 15.00 feet, an arc length of 23.55 feet, a central angle of 89°57'31", a chord bearing of S 72°07'31" W, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
5. S 27°08'45" W, a distance of 219.98 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;
6. Curving to the left, with a radius of 279.00 feet, an arc length of 62.75 feet, a central angle of 12°53'14", a chord bearing of S 20°42'08" W, and a chord distance of 62.62 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for a re-entrant corner of the herein described tract;
7. N 84°01'05" E, a distance of 90.31 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
8. S 79°37'17" E, a distance of 19.85 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a corner of the herein described tract;
9. S 8°42'05" E, a distance of 69.77 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
10. S 6°15'02" E, a distance of 546.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
11. S 5°03'34" W, a distance of 50.99 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
12. S 6°15'02" E, a distance of 100.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southeast corner of the herein described tract;
13. S 83°44'58" W, a distance of 166.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve for a re-entrant corner the herein described tract;
14. Curving to the left, with a radius of 325.00 feet, an arc length of 52.36 feet, a central angle of 9°13'48", a chord bearing of S 10°51'56" E, and a chord distance of 52.30 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of reverse curvature of the herein described tract;
15. Curving to the right, with a radius of 15.00 feet, an arc length of 25.98 feet, a central angle of 99°13'48", a chord bearing of S 34°08'04" W, and a chord distance of 22.85 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
16. S 83°44'58" W, a distance of 128.60 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;
17. Curving to the right, with a radius of 597.00 feet, an arc length of 347.95 feet, a central angle of 33°23'37", a chord bearing of N 79°33'13" W, and a chord distance of 343.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
18. N 62°51'25" W, a distance of 255.17 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of curvature of the herein described tract;
19. Curving to the right, with a radius of 15.00 feet, an arc length of 23.56 feet, a central angle of 90°00'10", a chord bearing of N 17°51'20" W, and a chord distance of 21.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a point of tangency of the herein described tract;
20. N 27°08'45" E, a distance of 81.98 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
21. N 62°51'21" W, a distance of 176.05 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the 234.288 acre tract and a called 10.00 acre tract of land as conveyed unto Clyde T. Lundgren and wife, Betty S. Lundgren in Volume 7619, Page 44 of the Deed Records of Travis County, Texas, for the southwest corner of the herein described tract, from which a 5/8-inch iron rod with a cap stamped "ZWA" found at the common corner of the 234.288 acre tract and said 10.00 acre tract bears, N 70°10'34" W, a distance of 480.29 feet;

THENCE, N 27°09'31" E, coincident with the common line of the 234.288 acre tract, said 10.00 acre tract and the aforementioned 4.737 acre tract, a distance of 1,285.07 feet to the POINT OF BEGINNING and containing 21.737 acre of land, more or less.

FILED
December 13, 2022
COUNTY CLERK
BASTROP COUNTY, TEXAS

COUNTY COURT OF BASTROP COUNTY, TEXAS

FINAL PLAT
HARVEST RIDGE SUBDIVISION SECTION THREE
A SUBDIVISION OF 21.737 ACRES OF LAND
LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT
NO. 20 BASTROP COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

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STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT CLAYTON PROPERTIES GROUP, INC, D.B.A. BROHN HOMES, BEING THE OWNER OF A CALLED 234.288 ACRE TRACT OF LAND AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018175490 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, BEING OUT OF THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20 LOCATED IN BASTROP COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 21.737 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

HARVEST RIDGE SUBDIVISION SECTION THREE

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS, AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 24 DAY OF October, 2022 A.D.

ADAM BOENIG, VICE PRESIDENT
CLAYTON PROPERTIES GROUP, INC.
DBA "BROHN HOMES"
6720 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TEXAS 78730

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ADAM BOENIG, VICE PRESIDENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

JENNIFER STEWART
Notary Public, State of Texas
Comm. Expires 02-23-2023
Notary ID 126016728

Jennifer Stewart
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 2/23/2023

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, J. ADAM BERRY, P.E., DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLY WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF ELGIN, TEXAS.

J. ADAM BERRY, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 120743

DATE: 10/6/2022

BGE, INC.
101 WEST LOUIS HENNA BLVD, SUITE 400
AUSTIN, TEXAS 78728

STATE OF TEXAS OF TEXAS J. ADAM BERRY 120743 LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, DION P. ALBERTSON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WILL BE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF ELGIN, TEXAS, UPON COMPLETION OF CONSTRUCTION.

DION P. ALBERTSON, R.P.L.S. — DATE 10/5/22
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4963
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216

STATE OF TEXAS DION P. ALBERTSON 4963 PROFESSIONAL LAND SURVEYOR

CITY OF ELGIN:
CERTIFICATE OF APPROVAL:

THIS FINAL PLAT WAS APPROVED BY THE CITY OF ELGIN PLANNING & ZONING COMISSION ON THIS 26th DAY OF SEPT., 2022.

Antonio A. Prieto — 05 Dec 22
CHAIRPERSON — DATE

David Ramell — 05 Dec 2022
RECORDING SECRETARY — DATE

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF BASTROP

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF _____, 20____, BY CLIFF KESSLER, PRESIDENT OF THE BOARD OF DIRECTORS OF AQUA WATER SUPPLY CORPORATION, A TEXAS NONPROFIT CORPORATION, ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC, STATE OF TEXAS

APPROVED BY:

AQUA WATER SUPPLY CORPORATION — 11/8/2022 DATE

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 8th DAY OF November, 2022, BY Alan David McMurray as General Manager ~~CLIFF KESSLER, PRESIDENT OF THE BOARD OF DIRECTORS~~ OF AQUA WATER SUPPLY CORPORATION, A TEXAS NONPROFIT CORPORATION, ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC, STATE OF TEXAS

PATRICIA HERNANDEZ
Notary Public, State of Texas
Notary ID# 1209729-6
My Commission Expires
SEPTEMBER 8, 2024

GENERAL NOTES:

1. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN'S CORPORATE CITY LIMITS, ONLY FOR THE LIMITED PURPOSE SET FORTH IN CITY OF ELGIN ORDINANCE NO. 2021-05-18-13, WITHIN BASTROP COUNTY.
2. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83
3. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAPS FOR BASTROP COUNTY, TEXAS, AND INCORPORATED AREAS, MAP NUMBER 48021C0075E, EFFECTIVE JANUARY 19, 2006. ANY FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
4. FINAL PLAT IS IN GENERAL CONFORMANCE WITH THE PRELIMINARY PLAT.
5. THIS SUBDIVISION IS IN AND SERVED BY AQUA WATER SUPPLY CORPORATION CCN FOR WATER SERVICE.
6. THE SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN'S WASTEWATER CCN. ALTESSA MUD WILL PROVIDE RETAIL WASTEWATER SERVICE TO THE SUBDIVISION PURSUANT TO A WASTEWATER SERVICE AGREEMENT WITH THE CITY OF ELGIN APPROVED IN CITY OF ELGIN RESOLUTION NO. 2020-12-15-60.
7. NO DWELLING STRUCTURE MAY BE OCCUPIED UNTIL SUCH TIME AS WATER AND WASTEWATER CONNECTIONS ARE FULLY OPERATIONAL.
8. PUBLIC UTILITY EASEMENTS ARE TO BE USED FOR UTILITY SERVICE, INCLUDING TELECOMMUNICATION, GAS, AND ELECTRICITY PROVIDED TO LOTS WITHIN THIS SUBDIVISION AND THE OVERALL HARVEST RIDGE DEVELOPMENT ONLY. PUE'S ARE NOT ALLOWED FOR PASS-THRU OR PRIMARY MAINS SERVICING OUTSIDE DEVELOPMENT, UNLESS AGREED UPON IN WRITING WITH THE DEVELOPER/OWNER (CLAYTON PROPERTIES GROUP, INC.).
9. ALL ELECTRICAL, TELEPHONE, CABLE TELEVISION, GAS, AND SIMILAR UTILITY SERVICE LINES SHALL BE PLACED UNDERGROUND, SUCH LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE REGULATIONS AND REQUIREMENTS ESTABLISHED BY EACH UTILITY OR SERVICE COMPANY, AS APPLICABLE, AND CITY ORDINANCE.
10. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT; UTILITIES, GRASS, LANDSCAPING, AND DRIVEWAY OR SIDEWALK PAVING. AQUA WATER SUPPLY CORPORATION SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTION, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING, OR RECONSTRUCTING ANY UTILITIES.
11. LOT 9, BLOCK M, LOT 4, BLOCK S, LOT 10, BLOCK N, AND LOT 24, BLOCK P WILL BE CONVEYED TO ALTESSA MUD AND SHALL BE MAINTAINED BY ALTESSA MUD OR A HOMEOWNERS' ASSOCIATION.
12. NO PORTION OF THIS SUBDIVISION IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR CONTRIBUTING ZONE.
13. THIS PROJECT IS LOCATED IN THE LOWER COLORADO-CUMMINS WATERSHED WHICH IS CLASSIFIED AS A SUBURBAN WATER SUPPLY WATERSHED.
14. ALL RESPONSIBILITY FOR THE ADEQUACY OF THIS PLAT REMAINS WITH THE ENGINEER. APPROVAL OF THIS PLAT BY THE CITY OF ELGIN DOES NOT REMOVE THESE RESPONSIBILITIES.

STATE OF TEXAS §
COUNTY OF BASTROP COUNTY §

I, KRISTA BARTSCH, CLERK OF THE COUNTY COURT OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20___, A.D., THE COMMISSIONERS' COURT OF BASTROP COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER HAS BEEN ENTERED INTO THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF CLERK OF THE COUNTY COURT OF BASTROP COUNTY, TEXAS THIS _____ DAY OF _____, 20___, A.D.

KRISTA BARTSCH
COUNTY CLERK
BASTROP COUNTY, TEXAS

BY: _____ DEPUTY

STATE OF TEXAS §
COUNTY OF BASTROP §

I, KRISTA BARTSCH, COUNTY CLERK OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 13th DAY OF December, 2022 A.D., AT 2:30 O'CLOCK P M, IN THE PLAT RECORDS OF BASTROP COUNTY, TEXAS IN PLAT CABINET 7, PAGE 224-B -226-A

FILED FOR RECORD ON THE 13th DAY OF December, 2022 A.D.

KRISTA BARTSCH
COUNTY CLERK
BASTROP COUNTY, TEXAS

BY: Irene Duplan
DEPUTY

COUNTY COURT OF BASTROP COUNTY, TEXAS

FILED
December 13, 2022
COUNTY CLERK
BASTROP COUNTY, TEXAS

FINAL PLAT
HARVEST RIDGE SUBDIVISION SECTION THREE

A SUBDIVISION OF 21.737 ACRES OF LAND
LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT
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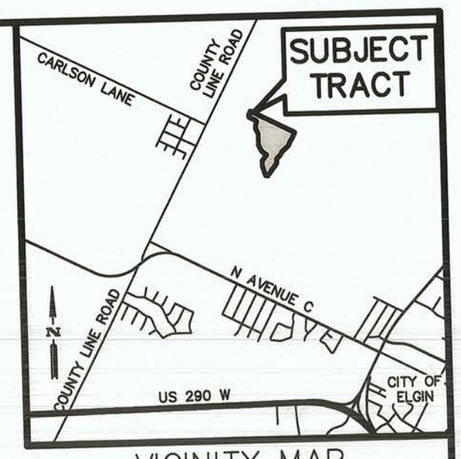
LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	143	17.412 AC.
OPEN SPACE/DRAINAGE LOT	1	0.070 AC.
DETENTION POND DRAINAGE LOT	1	1.662 AC.
RIGHT-OF-WAY	–	4.180 AC.
TOTAL LOTS	145	23.324 AC.
TOTAL BLOCKS	4	----



VICINITY MAP
NOT TO SCALE

STREET NAMES		
STREET	R.O.W. WIDTH	CENTERLINE LENGTH
CIDER CREEK DRIVE	46 FT.	1,201 FT.
DAYLILY DRIVE	46 FT.	946 FT.
SUMMER DRIVE	46 FT.	637 FT.
BOUNTIFUL LANE	46 FT.	1,105 FT.
TOTAL LINEAR FEET		3,889 FT.

BLOCK	LOT	MIN. FINISH FLOOR ELEV. (FT)
P	80	521.7
P	81	521.7
P	82	521.5
P	83	522.3
P	84	522.3
P	85	522.2
P	86	522.1
P	87	522.1
P	88	522.4
P	89	522.6
P	90	522.8
P	91	523.0

A CALLED 4.737 ACRE TRACT
CLYDE T. LUNDGREN AND WIFE, BETTY S. LUNDGREN
VOL. 7619, PG. 47
D.R.T.C.

A CALLED 147.144 ACRE TRACT
RSM REAL ESTATE LP
DOC. NO. 201414715
O.P.R.B.C.

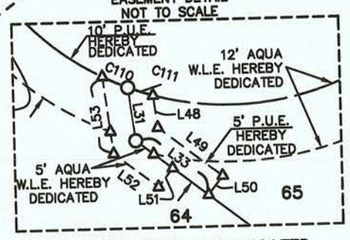
HARVEST RIDGE SECTION 3
CAB. 7, PG. 224-B THROUGH 226-A
P.R.B.C.

HARVEST RIDGE SECTION 2B
CAB. 7, PG. 227-B THROUGH 229-B
P.R.B.C.

HARVEST RIDGE SECTION 2
CAB. 7, PG. 230-B THROUGH 233-A
P.R.B.C.
DOC. NO. 202200342
O.P.R.T.C.

T. CHRISTIAN SURVEY, ABSTRACT NO. 20

EASEMENT DETAIL
NOT TO SCALE



UNDER NO CIRCUMSTANCES WILL THE CITY BE OBLIGATED TO ACCEPT STREETS, ROADWAYS, ALLEYS, CURBS, GUTTERS/DRAINAGE SYSTEMS, SIDEWALKS, STREET LIGHTS, AND/OR RELATED IMPROVEMENTS WITHIN THE DISTRICT FOR OWNERSHIP, OPERATION, AND MAINTENANCE UNTIL SUCH TIME OF FULL-PURPOSE ANNEXATION. WITH RESPECT TO SUCH STREETS AND ROADWAYS WITHIN THE DISTRICT, THE DEVELOPER SHALL DESIGN AND CONSTRUCT THE STREETS AND ROADWAYS SOLELY TO THE CITY'S APPLICABLE STANDARDS, AS MODIFIED BY THE DEVELOPMENT AGREEMENT. THE DISTRICT WILL BE OBLIGATED TO ACCEPT, OPERATE, AND MAINTAIN THE STREETS AND ALL OTHER COMPONENTS THEREOF, INCLUDING BUT NOT LIMITED TO CURBS, GUTTER/DRAINAGE SYSTEMS, SIDEWALKS AND STREET LIGHTS.

LEGEND

A.E.	ACCESS EASEMENT
CAB.	CABINET
DOC.	DOCUMENT
D.R.T.C.	DEED RECORDS OF TRAVIS COUNTY
ESMT.	EASEMENT
NO.	NUMBER
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
O.S.	OPEN SPACE
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.R.B.C.	PLAT RECORDS OF BASTROP COUNTY
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
S.L.E.	SIGHT LINE EASEMENT
VOL.	VOLUME
W.W.L.E.	WASTEWATER LINE EASEMENT
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
△	CALCULATED POINT
○	SET 1/2" IRON ROD W/ "BGE, INC." CAP
(P)	BLOCK IDENTIFICATION
———	EXISTING LOT
- - - -	EXISTING EASEMENT
———	EXISTING RIGHT-OF-WAY
———	PROPERTY BOUNDARY
———	PHASE LINE/ADJACENT PROPERTY
- - - -	PUBLIC UTILITY EASEMENT (P.U.E.)
———	PROPOSED LOT LINE
———	PROPOSED RIGHT-OF-WAY
———	WATERWAY BUFFER ZONE
———	CENTERLINE OF CREEK
———	1% ANNUAL CHANCE FEMA FLOODPLAIN

0 100 200 300

BEARING BASIS:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83.

FINAL PLAT
HARVEST RIDGE SUBDIVISION SECTION FOUR

A SUBDIVISION OF 23.324 ACRES OF LAND
LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT
NO. 20 BASTROP COUNTY, TEXAS

OWNER: CLAYTON PROPERTY GROUP, INC.
DBA BROHN HOMES
ADDRESS: 6720 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TX. 78730
PHONE: 512-551-1670

ACREAGE: 23.324 ACRES
SURVEY: T. CHRISTIAN SURVEY, ABSTRACT NO. 20

NUMBER AND ACREAGE BY LOT TYPE: (SEE LAND USE SCHEDULE, SHEET 1)

PLAT SUBMITTED: 05/19/2022
PLAT REVISED: 10/24/2023
1/4/2024
8/21/2024

SURVEYOR: BGE, INC. (DION P. ALBERTSON, RPLS)
PHONE: 210-581-3600

ENGINEER: BGE, INC. (RICHARD PHAM, PE)
PHONE: 512-879-0400

FILED
Sept. 5, 2024
COUNTY CLERK
BASTROP COUNTY, TEXAS

COUNTY COURT OF BASTROP COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

8/90-B

LINE DATA

NUMBER	BEARING	DISTANCE
L1	S39°30'38"W	69.25'
L2	S19°51'15"W	120.32'
L3	S20°16'15"W	63.67'
L4	S0°00'00"W	119.44'
L5	N75°15'51"W	61.76'
L6	N1°16'10"W	141.49'
L7	N25°45'18"E	38.93'
L8	N0°12'32"W	74.43'
L9	N10°32'05"E	74.01'
L10	N16°57'41"E	79.53'
L11	N27°06'16"E	46.00'
L12	N62°53'44"W	36.68'
L13	N27°06'16"E	126.66'
L14	S27°06'16"W	32.25'
L15	S30°57'19"W	39.39'
L16	N27°06'16"E	85.67'
L17	N17°06'16"E	43.00'
L18	N27°06'16"E	112.08'
L19	S47°45'10"W	10.06'
L20	N17°06'16"E	29.60'
L21	S47°45'10"W	56.29'
L22	N27°06'16"E	82.00'
L23	S83°29'01"E	38.64'
L24	N41°18'44"E	36.06'
L25	S65°07'12"W	5.82'
L26	S62°53'44"E	41.13'
L27	N77°14'02"W	24.39'
L28	S37°58'00"W	8.56'
L29	S65°53'05"W	22.62'
L30	N37°58'00"E	11.47'
L31	S7°02'00"E	11.33'
L32	N63°44'18"W	67.34'
L33	N52°02'00"W	19.17'
L34	N5°18'11"E	10.77'
L35	S48°54'21"W	10.77'
L36	S62°53'44"E	29.13'
L37	S89°27'38"E	13.42'
L38	S36°19'49"E	13.42'
L39	S62°53'44"E	29.13'
L40	N41°21'41"E	13.11'
L41	S85°41'49"E	13.22'
L42	S49°53'06"E	13.02'
L43	S77°14'02"E	12.11'
L44	N75°25'02"E	13.02'
L45	S77°14'02"E	12.11'
L46	S77°52'30"E	13.70'
L47	S25°24'29"E	13.44'
L48	S7°02'00"E	6.85'
L49	S52°02'00"E	17.09'
L50	S37°58'00"W	5.00'
L51	N37°58'00"E	5.00'
L52	S52°02'00"E	11.79'
L53	S7°02'00"E	16.43'

CURVE DATA

NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	300.00'	3°51'02"	20.16'	N 29°01'48" E	20.16'
C2	299.95'	3°51'04"	20.16'	S 29°01'48" W	20.16'
C3	321.00'	20°38'54"	115.68'	N 37°25'43" E	115.06'
C4	279.00'	9°47'11"	47.65'	S 42°51'35" W	47.60'
C5	15.00'	77°40'56"	20.34'	S 0°52'28" E	18.81'
C6	60.00'	294°33'08"	308.45'	S 72°26'23" E	64.87'
C7	15.00'	36°52'12"	9.65'	N 56°24'06" E	9.49'
C8	15.00'	90°00'00"	23.56'	N 7°02'00" W	21.21'
C9	205.00'	79°08'17"	283.15'	S 12°27'52" E	261.17'
C10	15.00'	79°31'28"	20.82'	N 12°39'27" W	19.19'
C11	205.00'	27°32'23"	98.53'	S 38°39'00" E	97.59'
C12	205.00'	41°59'05"	150.22'	S 3°53'16" E	146.88'
C13	15.00'	80°00'00"	20.94'	N 22°53'44" W	19.28'
C14	15.00'	90°00'00"	23.56'	N 72°06'16" E	21.21'
C15	15.00'	100°00'00"	26.18'	S 67°06'16" W	22.98'
C16	15.00'	90°00'00"	23.56'	N 17°53'44" W	21.21'
C17	275.00'	20°38'54"	99.10'	N 37°25'43" E	98.57'
C18	15.00'	80°12'49"	21.00'	N 87°51'35" E	19.33'
C19	321.00'	10°51'43"	60.85'	N 57°27'52" W	60.76'
C20	159.00'	38°00'55"	105.50'	S 43°53'16" E	103.57'
C21	159.00'	41°59'05"	116.51'	S 3°53'16" E	113.92'
C22	15.00'	90°00'00"	23.56'	S 72°06'16" W	21.21'
C23	275.00'	10°51'43"	52.13'	N 57°27'52" W	52.06'
C24	15.00'	99°47'11"	26.12'	N 2°08'25" W	22.95'
C25	325.00'	9°47'11"	55.51'	S 42°51'35" W	55.44'
C26	15.00'	90°00'00"	23.56'	N 82°58'00" E	21.21'
C27	159.00'	79°08'17"	219.61'	S 12°27'52" E	202.57'
C28	299.95'	2°43'59"	14.31'	S 29°35'20" W	14.31'
C29	299.95'	1°07'05"	5.85'	S 27°39'48" W	5.85'
C30	321.00'	5°13'15"	29.25'	N 29°42'54" E	29.24'
C31	321.00'	7°19'23"	41.03'	N 35°59'13" E	41.00'
C32	321.00'	7°19'23"	41.03'	N 43°18'37" E	41.00'
C33	321.00'	0°46'52"	4.38'	N 47°21'44" E	4.38'
C34	279.00'	5°47'45"	28.22'	S 44°51'18" W	28.21'
C35	279.00'	3°59'26"	19.43'	S 39°57'43" W	19.43'
C36	15.00'	63°04'35"	16.51'	S 6°25'42" W	15.69'
C37	15.00'	14°36'21"	3.82'	S 32°24'46" E	3.81'
C38	60.00'	59°19'20"	62.12'	N 10°03'17" W	59.38'
C39	60.00'	39°58'25"	41.86'	N 39°35'36" E	41.02'
C40	60.00'	51°48'22"	54.25'	N 85°28'59" E	52.42'
C41	60.00'	44°29'54"	46.60'	S 46°21'52" E	45.44'
C42	60.00'	28°57'18"	30.32'	S 9°38'16" E	30.00'
C43	60.00'	28°57'18"	30.32'	S 19°19'02" W	30.00'
C44	60.00'	38°53'56"	40.73'	S 53°14'39" W	39.96'
C45	60.00'	2°08'34"	2.24'	S 73°45'54" W	2.24'
C46	205.00'	0°35'47"	2.13'	S 51°44'07" E	2.13'
C47	205.00'	10°11'48"	36.48'	S 46°20'19" E	36.43'
C48	205.00'	10°11'58"	36.49'	S 36°08'26" E	36.44'
C49	205.00'	10°11'58"	36.49'	S 25°56'29" E	36.44'
C50	205.00'	10°11'58"	36.49'	S 15°44'31" E	36.44'
C51	205.00'	10°11'58"	36.49'	S 5°32'33" E	36.44'
C52	205.00'	10°11'58"	36.49'	S 4°39'25" W	36.44'
C53	205.00'	10°11'58"	36.49'	S 14°51'22" W	36.44'
C54	205.00'	7°08'55"	25.58'	S 23°31'49" W	25.56'
C55	205.00'	21°59'46"	78.70'	S 41°25'18" E	78.22'
C56	205.00'	5°32'37"	19.83'	S 27°39'07" E	19.83'

CURVE DATA

NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C57	205.00'	3°30'38"	12.56'	S 23°07'29" E	12.56'
C58	205.00'	10°11'58"	36.49'	S 16°16'11" E	36.44'
C59	205.00'	10°11'58"	36.49'	S 6°04'14" E	36.44'
C60	205.00'	10°11'58"	36.49'	S 4°07'44" W	36.44'
C61	205.00'	7°52'34"	28.18'	S 13°10'00" W	28.16'
C62	321.00'	0°27'50"	2.60'	N 52°15'55" W	2.60'
C63	321.00'	6°03'18"	33.92'	N 55°31'29" W	33.91'
C64	321.00'	4°20'36"	24.33'	N 60°43'26" W	24.33'
C65	159.00'	7°50'36"	21.77'	S 58°58'26" E	21.75'
C66	159.00'	13°02'51"	36.21'	S 48°31'42" E	36.13'
C67	159.00'	14°19'44"	39.76'	S 34°50'24" E	39.66'
C68	159.00'	2°47'44"	7.76'	S 26°16'40" E	7.76'
C69	36.00'	38°33'01"	24.22'	S 84°23'42" W	23.77'
C70	36.00'	51°59'05"	32.66'	N 88°53'16" W	31.55'
C71	36.00'	13°26'04"	8.44'	N 69°36'45" W	8.42'
C72	500.00'	1°13'10"	10.64'	N 62°17'08" W	10.64'
C73	500.00'	1°29'00"	12.94'	N 62°09'14" W	12.94'
C74	500.00'	4°01'08"	35.07'	N 59°24'10" W	35.07'
C75	500.00'	4°56'57"	43.19'	N 59°12'05" W	43.18'
C76	500.00'	0°39'59"	5.82'	N 57°03'36" W	5.82'
C77	200.00'	3°37'37"	12.66'	S 58°32'25" E	12.66'
C78	200.00'	6°10'07"	21.53'	S 59°48'40" E	21.52'
C79	200.00'	2°32'30"	8.87'	S 61°37'28" E	8.87'
C80	325.00'	2°38'41"	15.00'	S 39°17'35" W	15.00'
C81	159.00'	10°48'52"	30.01'	S 12°45'58" W	29.97'
C82	159.00'	4°46'34"	13.25'	S 49°38'43" E	13.25'
C83	159.00'	12°53'06"	35.76'	S 40°48'53" E	35.68'
C84	159.00'	47°08'18"	130.81'	S 10°48'11" E	127.15'
C85	159.00'	14°20'19"	39.79'	S 19°56'07" W	39.69'
C86	275.00'	2°41'34"	12.92'	N 61°32'57" W	12.92'
C87	275.00'	8°10'09"	39.21'	N 56°07'05" W	39.18'
C88	75.00'	12°41'25"	16.61'	N 70°53'20" W	16.58'
C89	75.00'	14°20'19"	18.77'	N 70°03'53" W	18.72'
C90	75.00'	1°38'53"	2.16'	N 63°43'10" W	2.16'
C91	200.00'	0°23'39"	1.38'	N 62°41'54" W	1.38'
C92	200.00'	3°16'32"	11.43'	N 61°15'28" W	11.43'
C93	200.00'	10°05'06"	35.20'	N 57°27'32" W	35.16'
C94	200.00'	7°12'13"	25.14'	N 56°01'05" W	25.13'
C95	200.00'	0°30'14"	1.76'	N 52°09'52" W	1.76'
C96	60.00'	21°12'28"	22.21'	S 26°57'07" E	22.08'
C97	45.00'	43°46'00"	34.37'	S 84°46'44" E	33.54'
C98	18.00'	90°00'01"	28.27'	N 72°06'16" E	25.46'
C99	18.00'	89°59'59"	28.27'	S 17°53'44" E	25.46'
C100	509.00'	6°10'07"	54.80'	S 59°48'40" E	54.77'
C101	191.00'	6°10'07"	20.56'	S 59°48'40" E	20.55'
C102	209.00'	6°10'07"	22.50'	S 59°48'40" E	22.49'
C103	491.00'	6°10'07"	52.86'	S 59°48'40" E	52.84'
C104	84.00'	14°20'19"	21.02'	S 70°03'53" E	20.97'
C105	209.00'	10°58'58"	40.06'	S 57°24'15" E	40.00'
C106	66.00'	14°20'19"	16.52'	S 70°03'53" E	16.47'
C107	191.00'	10°58'58"	36.61'	S 57°24'15" E	36.56'
C108	159.00'	5°24'26"	15.01'	S 22°10'35" E	15.00'
C109	27.00'	38°44'39"	18.26'	S 82°16'03" E	17.91'
C110	60.00'	5°35'06"	5.85'	S 65°49'17" E	5.85'
C111	60.00'	5°18'13"	5.55'	S 71°15'56" E	5.55'

FINAL PLAT

HARVEST RIDGE SUBDIVISION SECTION FOUR

A SUBDIVISION OF 23.324 ACRES OF LAND
LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT
NO. 20 BASTROP COUNTY, TEXAS

COUNTY COURT OF BASTROP COUNTY, TEXAS

FILED
Sept. 5, 2024
COUNTY CLERK
BASTROP COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

G:\TXC\Projects\Brohn_Homes\8080-03-Harvest_Ridge_Ph4\SV\04_Finals\Drawings\8080-03_Harvest_Ridge_Ph4.dwg, 8/26/2024 3:08 PM, mmisiak, 1:100

8/91-A

ACCESS EASEMENT DETAIL
SCALE 1"=50'

LEGEND

A.E.	ACCESS EASEMENT
CAB.	CABINET
DOC.	DOCUMENT
D.R.T.C.	DEED RECORDS OF TRAVIS COUNTY
ESMT.	EASEMENT
NO.	NUMBER
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
O.S.	OPEN SPACE
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.R.B.C.	PLAT RECORDS OF BASTROP COUNTY
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
S.L.E.	SIGHT LINE EASEMENT
VOL.	VOLUME
W.W.L.E.	WASTEWATER LINE EASEMENT
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
△	CALCULATED POINT
○	SET 1/2" IRON ROD W/ "BGE, INC." CAP
(P)	BLOCK IDENTIFICATION

FINAL PLAT

HARVEST RIDGE
SUBDIVISION SECTION FOUR

A SUBDIVISION OF 23.324 ACRES OF LAND
LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT
NO. 20 BASTROP COUNTY, TEXAS

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G:\TXC\Projects\Brohn_Homes\8080-03-Harvest_Ridge_Ph4\SV\04_Finals\Drawings\8080-03_Harvest_Ridge_Ph4.dwg, 8/26/2024 3:08 PM, mmisiak, 1:100

8/91-B

LEGAL DESCRIPTION

FIELD NOTES FOR A 23.324 ACRE TRACT OF LAND IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20, BASTROP COUNTY, TEXAS; BEING OUT OF A REMAINING PORTION OF A CALLED 234.288 ACRE TRACT OF LAND AS CONVEYED UNTO CLAYTON PROPERTIES GROUP, INC., DBA BROHN HOMES IN DOCUMENT NUMBER 2018175490 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 23.324 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a cap stamped "BGE INC" set on the south line of a called 147.144 acre tract of land as conveyed unto RSM Real Estate LP in Document Number 201414715 of the Official Public Records of Bastrop County, Texas, at the common corner of a remainder of said 234.288 acre tract and Harvest Ridge Section 3 as recorded in Cabinet 7, Pages 224-B through 226-A, of the Plat Records of Bastrop County, Texas, for the most northerly corner and POINT OF BEGINNING of the herein described tract:

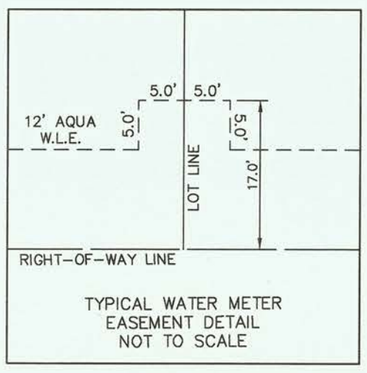
THENCE, S 62°54'55" E, coincident with the common line of said 147.144 acre tract and a remaining portion of the 234.288 acre tract, a distance of 1,389.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of a remaining portion of the 234.288 acre tract and Harvest Ridge Section 2B as recorded in Cabinet 7, Pages 227-B through 229-B of the Plat Records of Bastrop County, Texas, for the most easterly corner of the herein described tract:

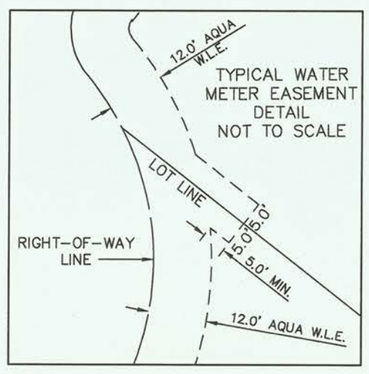
THENCE, departing said common line, coincident with the common line of a remaining portion of the 234.288 acre tract and said Section 2B, the following twenty-one (21) courses:

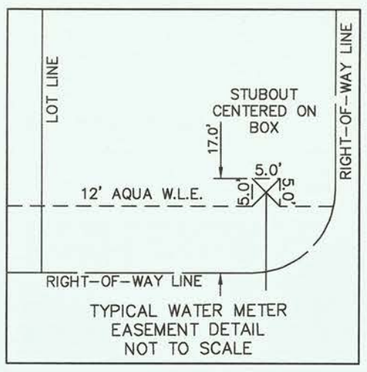
1) S 25°49'17" W, a distance of 216.91 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
2) S 39°30'38" W, a distance of 69.25 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
3) S 19°51'15" W, a distance of 120.32 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
4) S 47°45'10" W, a distance of 280.49 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
5) S 20°16'15" W, a distance of 63.67 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
6) S 44°17'32" W, a distance of 175.64 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
7) S 00°00'00" W, a distance of 119.44 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
8) S 36°05'09" W, a distance of 443.38 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a south corner of the herein described tract:
9) N 75°15'51" W, a distance of 61.76 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a south corner of the herein described tract:
10) N 18°14'53" W, a distance of 271.38 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
11) N 01°16'10" W, a distance of 141.49 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
12) N 25°45'18" E, a distance of 38.93 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
13) N 37°58'00" E, a distance of 185.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract:
14) N 52°02'00" W, a distance of 173.40 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
15) N 26°34'55" W, a distance of 192.76 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
16) N 00°00'00" E, a distance of 315.23 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
17) N 24°52'48" W, a distance of 167.40 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
18) N 00°12'32" W, a distance of 74.43 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
19) N 10°32'05" E, a distance of 74.01 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract:
20) N 16°57'41" E, a distance of 79.53 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract:
21) N 62°53'44" W, a distance of 242.39 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of said Section 2B, the aforementioned Section 3, and a remaining portion of the 234.288 acre tract, for a northerly west corner of the herein described tract:

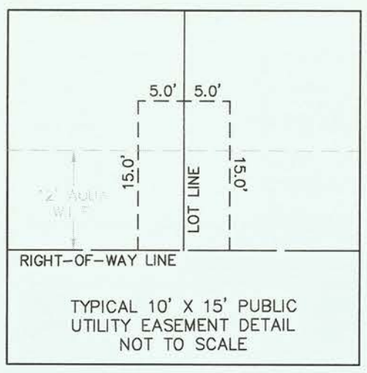
THENCE, coincident with the common line of a remaining portion of the 234.288 acre tract and said Section 3, the following three (3) courses:

1) N 27°06'16" E, a distance of 46.00 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract:
2) N 62°53'44" W, a distance of 36.68 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the most westerly corner of the herein described tract:
3) N 27°06'16" E, a distance of 126.66 feet to the POINT OF BEGINNING and containing 23.324 acres of land, more or less.

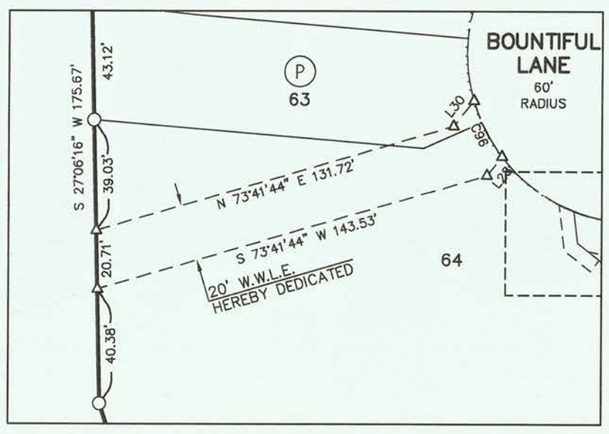




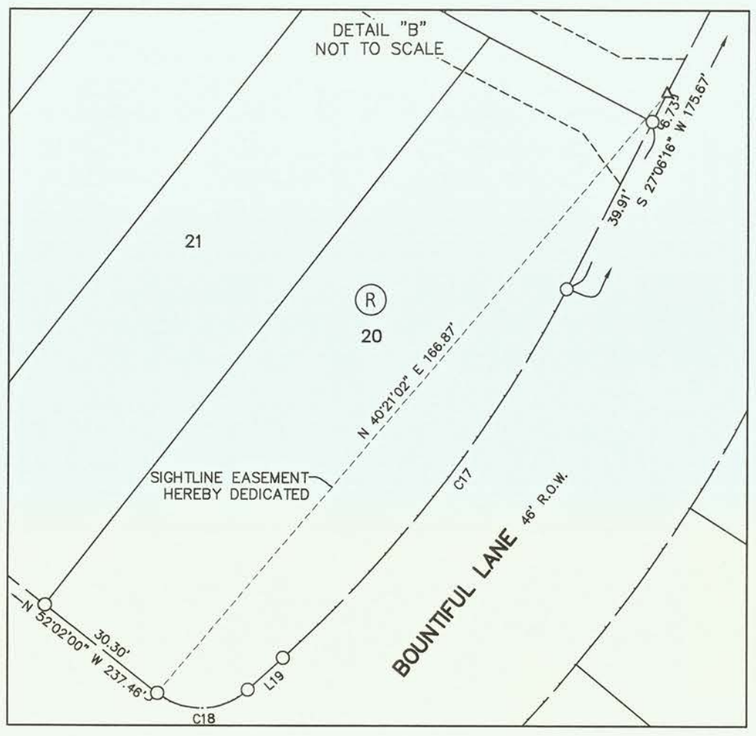




DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



COUNTY COURT OF BASTROP COUNTY, TEXAS

FILED
Sept. 5, 2024
COUNTY CLERK
BASTROP COUNTY, TEXAS

BGE

FINAL PLAT
HARVEST RIDGE SUBDIVISION SECTION FOUR

A SUBDIVISION OF 23.324 ACRES OF LAND
LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT
NO. 20 BASTROP COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

G:\TXC\Projects\Brohn_Homes\8080-03-Harvest_Ridge_Ph4\SV\04_Finals\Drawings\8080-03_Harvest_Ridge_Ph4.dwg, 8/26/2024 3:08 PM, mmisiak, 1:100

8/92-A

STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT CLAYTON PROPERTIES GROUP, INC, D.B.A. BROHN HOMES, BEING THE OWNER OF A CALLED 234.288 ACRE TRACT OF LAND AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018175490 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, BEING IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20 LOCATED IN BASTROP COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 23.324 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

HARVEST RIDGE SUBDIVISION SECTION 4

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS, AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 27 DAY OF August, 2024 A.D.

ADAM BOENIG, VICE PRESIDENT
CLAYTON PROPERTIES GROUP, INC.,
DBA "BROHN HOMES"
6720 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TEXAS 78730

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ADAM BOENIG, MANAGING PARTNER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS — DATE 8/27/2024

Jennifer Muth
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 2/23/2027

JENNIFER MUTH
Notary Public, State of Texas
Comm. Expires 02-23-2027
Notary ID 126016728

STATE OF TEXAS §
COUNTY OF BASTROP §

I, RICHARD PHAM, P.E., DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLY WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF ELGIN, TEXAS.

RICHARD PHAM, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 142275
BGE, INC.
101 WEST LOUIS HENNA BLVD, SUITE 400
AUSTIN, TEXAS 78728

DATE 8/27/2024

STATE OF TEXAS
RICHARD PHAM
142275
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS §
COUNTY OF BEXAR §

I, DION P. ALBERTSON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WILL BE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF ELGIN, TEXAS, UPON COMPLETION OF CONSTRUCTION.

DION P. ALBERTSON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4963
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216

DATE 8/27/2024

STATE OF TEXAS
REGISTERED
DION P. ALBERTSON
4963
PROFESSIONAL
LAND SURVEYOR

CITY OF ELGIN:
CERTIFICATE OF APPROVAL:

THIS FINAL PLAT WAS APPROVED BY THE CITY OF ELGIN PLANNING & ZONING COMMISSION ON THIS 24TH DAY OF JULY, 2023

ANTONIO PRETE — CHAIRPERSON — DATE

Melissa Lipiec — MELISSA LIPIEC 03 SEPT '24 — RECORDING SECRETARY — DATE

GENERAL NOTES:

1. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN'S CORPORATE CITY LIMITS, ONLY FOR THE LIMITED PURPOSE SET FORTH IN CITY OF ELGIN ORDINANCE NO. 2021-05-18-13, WITHIN BASTROP COUNTY.
2. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83
3. THE PROPERTY LIES IN PROPOSED UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAPS FOR BASTROP COUNTY, TEXAS, AND INCORPORATED AREAS, MAP NUMBER 48021C0075E, EFFECTIVE JANUARY 19, 2006, AND PER CLOMR NO. 21-06-2267R. ANY FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
4. FINAL PLAT IS IN GENERAL CONFORMANCE WITH THE PRELIMINARY PLAT.
5. THIS SUBDIVISION IS IN AND SERVED BY AQUA WATER SUPPLY CORPORATION CCN FOR WATER SERVICE.
6. THE SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN'S WASTEWATER CCN, ALTESSA MUD WILL PROVIDE RETAIL WASTEWATER SERVICE TO THE SUBDIVISION PURSUANT TO A WASTEWATER SERVICE AGREEMENT WITH THE CITY OF ELGIN APPROVED IN CITY OF ELGIN RESOLUTION NO. 2020-12-15-60.
7. NO DWELLING STRUCTURE MAY BE OCCUPIED UNTIL SUCH TIME AS WATER AND WASTEWATER CONNECTIONS ARE FULLY OPERATIONAL AND ACCEPTED BY ALTESSA MUD.
8. PUBLIC UTILITY EASEMENTS ARE TO BE USED FOR UTILITY SERVICE, INCLUDING TELECOMMUNICATION, GAS, AND ELECTRICITY PROVIDED TO LOTS WITHIN THIS SUBDIVISION AND THE OVERALL HARVEST RIDGE DEVELOPMENT ONLY, PUE'S ARE NOT ALLOWED FOR PASS-THRU OR PRIMARY MAINS SERVICING OUTSIDE DEVELOPMENT, UNLESS AGREED UPON IN WRITING WITH THE DEVELOPER/OWNER (CLAYTON PROPERTIES GROUP, INC.) OR THEIR ASSIGNS.
9. ALL ELECTRICAL, TELEPHONE, CABLE TELEVISION, GAS, AND SIMILAR UTILITY SERVICE LINES SHALL BE PLACED UNDERGROUND, SUCH LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE REGULATIONS AND REQUIREMENTS ESTABLISHED BY EACH UTILITY OR SERVICE COMPANY, AS APPLICABLE, AND CITY ORDINANCE.
10. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT; UTILITIES, GRASS, LANDSCAPING, AND DRIVEWAY OR SIDEWALK PAVING, AQUA WATER SUPPLY CORPORATION SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTION, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING, OR RECONSTRUCTING ANY UTILITIES.
11. LOTS 64 & 92, BLOCK P WILL BE CONVEYED TO ALTESSA MUD AND SHALL BE MAINTAINED BY ALTESSA MUD OR A HOMEOWNERS' ASSOCIATION.
12. THE ESTIMATED AVERAGE SINGLE FAMILY LOT SIZE IS 5,969 SF. THERE ARE 117 SINGLE FAMILY LOTS UNDER 6,000 SF, 24 BETWEEN 6,000-7,500 SF, 2 BETWEEN 7,500-9,000, AND 0 GREATER THAN 9,000 SF.
13. WATERWAY BUFFER ZONE, AS SHOWN ON PLAT, SHALL NOT RESTRICT INSTALLATION AND MAINTENANCE OF FENCING, RESIDENTIAL DRIVEWAYS, AND SIDEWALKS WITHIN BUFFER ZONE

PARKLAND REQUIREMENT (ALL VALUES IN ACRES)

DESCRIPTION	REQUIRED	PREVIOUS (SECTIONS 1, 2, 2B, AND 3)	PROPOSED (SECTION 4)	FUTURE	TOTAL
PARKLAND	63.0	48.505	1.732	12.763	63.0

STATE OF TEXAS §
COUNTY OF BASTROP §

I, KRISTA BARTSCH, COUNTY CLERK OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 5th DAY OF September, 2024 A.D., AT 8:58 O'CLOCK A M, IN THE PLAT RECORDS OF BASTROP COUNTY, TEXAS IN PLAT CABINET B, PAGE 90-A-92-A.

FILED FOR RECORD ON THE 5th DAY OF September 2024 A.D.

KRISTA BARTSCH
COUNTY CLERK
BASTROP COUNTY, TEXAS

BY: Cynthia Dockery
DEPUTY

COUNTY COURT OF BASTROP COUNTY, TEXAS

FILED
Sept. 5, 2024
COUNTY CLERK
BASTROP COUNTY, TEXAS

FINAL PLAT
HARVEST RIDGE SUBDIVISION SECTION FOUR

A SUBDIVISION OF 23.324 ACRES OF LAND
LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT
NO. 20 BASTROP COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

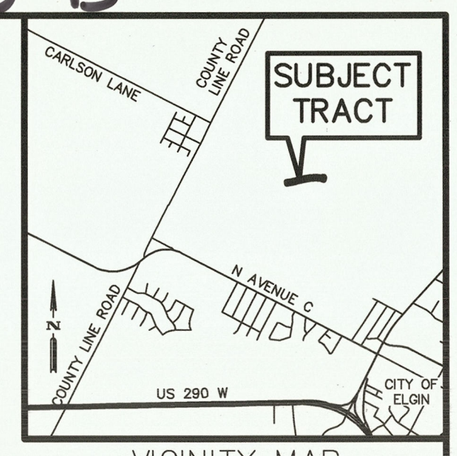
7|226-B

STREET NAMES		
STREET	R.O.W. WIDTH	CENTERLINE LENGTH
HARVEST RIDGE BOULEVARD	80 FT.	1,102 FT.
TOTAL LINEAR FEET		1,102 FT.

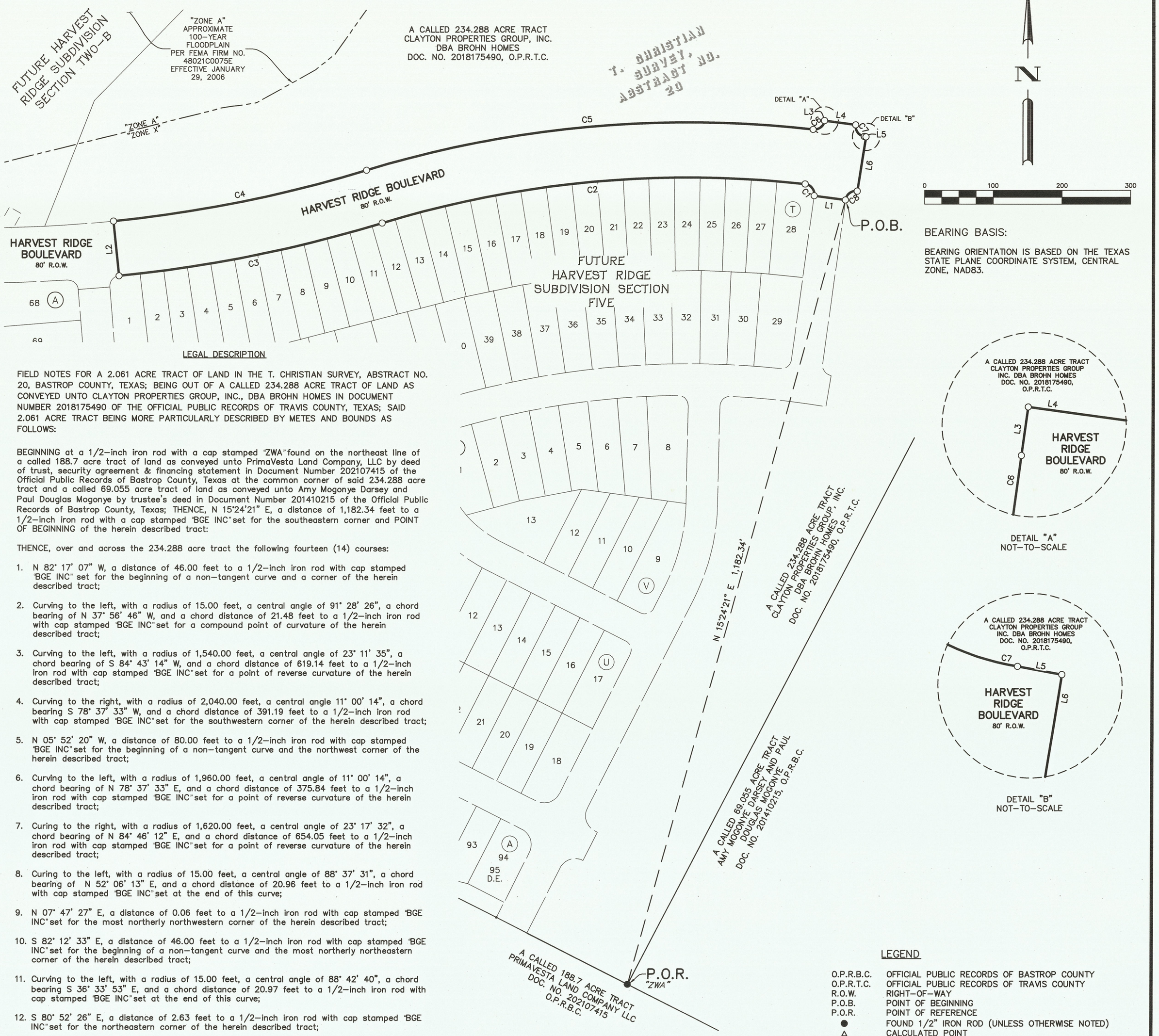
LAND USE SCHEDULE		
DESCRIPTION	NUMBER	ACREAGE
RIGHT-OF-WAY	–	2.061 AC.
TOTAL		2.061 AC.

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	15.00'	91°28'26"	23.95'	N 37°56'46" W	21.48'
C2	1540.00'	23°11'35"	623.38'	S 84°43'14" W	619.14'
C3	2040.00'	11°00'14"	391.79'	S 78°37'33" W	391.19'
C4	1960.00'	11°00'14"	376.42'	N 78°37'33" E	375.84'
C5	1620.00'	23°17'32"	658.57'	N 84°46'12" E	654.05'
C6	15.00'	88°37'31"	23.20'	N 52°06'13" E	20.96'
C7	15.00'	88°42'40"	23.22'	S 36°33'53" E	20.97'
C8	15.00'	91°22'54"	23.92'	S 53°28'54" W	21.47'

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	N82°17'07"W	46.00'
L2	N5°52'20"W	80.00'
L3	N7°47'27"E	0.06'
L4	S82°12'33"E	46.00'
L5	S80°52'26"E	2.63'
L6	S9°10'22"W	80.00'



VICINITY MAP
NOT TO SCALE



BEARING BASIS:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83.

DETAIL "A"
NOT-TO-SCALE

DETAIL "B"
NOT-TO-SCALE

LEGAL DESCRIPTION

FIELD NOTES FOR A 2.061 ACRE TRACT OF LAND IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20, BASTROP COUNTY, TEXAS; BEING OUT OF A CALLED 234.288 ACRE TRACT OF LAND AS CONVEYED UNTO CLAYTON PROPERTIES GROUP, INC., DBA BROHN HOMES IN DOCUMENT NUMBER 2018175490 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 2.061 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a cap stamped "ZWA" found on the northeast line of a called 188.7 acre tract of land as conveyed unto PrimaVesta Land Company, LLC by deed of trust, security agreement & financing statement in Document Number 202107415 of the Official Public Records of Bastrop County, Texas at the common corner of said 234.288 acre tract and a called 69.055 acre tract of land as conveyed unto Amy Mogonye Darsey and Paul Douglas Mogonye by trustee's deed in Document Number 201410215 of the Official Public Records of Bastrop County, Texas; THENCE, N 15°24'21" E, a distance of 1,182.34 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southeastern corner and POINT OF BEGINNING of the herein described tract:

THENCE, over and across the 234.288 acre tract the following fourteen (14) courses:

1. N 82° 17' 07" W, a distance of 46.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the beginning of a non-tangent curve and a corner of the herein described tract;
2. Curving to the left, with a radius of 15.00 feet, a central angle of 91° 28' 26", a chord bearing of N 37° 56' 46" W, and a chord distance of 21.48 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a compound point of curvature of the herein described tract;
3. Curving to the left, with a radius of 1,540.00 feet, a central angle of 23° 11' 35", a chord bearing of S 84° 43' 14" W, and a chord distance of 619.14 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of reverse curvature of the herein described tract;
4. Curving to the right, with a radius of 2,040.00 feet, a central angle 11° 00' 14", a chord bearing S 78° 37' 33" W, and a chord distance of 391.19 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the southwestern corner of the herein described tract;
5. N 05° 52' 20" W, a distance of 80.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the beginning of a non-tangent curve and the northwest corner of the herein described tract;
6. Curving to the left, with a radius of 1,960.00 feet, a central angle of 11° 00' 14", a chord bearing of N 78° 37' 33" E, and a chord distance of 375.84 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of reverse curvature of the herein described tract;
7. Curing to the right, with a radius of 1,620.00 feet, a central angle of 23° 17' 32", a chord bearing of N 84° 46' 12" E, and a chord distance of 654.05 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for a point of reverse curvature of the herein described tract;
8. Curing to the left, with a radius of 15.00 feet, a central angle of 88° 37' 31", a chord bearing of N 52° 06' 13" E, and a chord distance of 20.96 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the end of this curve;
9. N 07° 47' 27" E, a distance of 0.06 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the most northerly northwestern corner of the herein described tract;
10. S 82° 12' 33" E, a distance of 46.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the beginning of a non-tangent curve and the most northerly northeastern corner of the herein described tract;
11. Curving to the left, with a radius of 15.00 feet, a central angle of 88° 42' 40", a chord bearing S 36° 33' 53" E, and a chord distance of 20.97 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the end of this curve;
12. S 80° 52' 26" E, a distance of 2.63 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the northeastern corner of the herein described tract;
13. S 09° 10' 22" W, a distance of 80.00 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for the beginning of a non-tangent curve to the left and the easterly southeast corner of the herein described tract;
14. Curving to the left, with a radius of 15.00 feet, a central angle of 91° 22' 54", a chord bearing S 53° 28' 54" W, and a chord distance of 21.47 feet to the POINT OF BEGINNING and containing 2.061 acres of land, more or less.

LEGEND

O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
△	CALCULATED POINT
○	SET 1/2" IRON ROD W/ "BGE, INC." CAP

FINAL PLAT

HARVEST RIDGE SUBDIVISION SECTION FIVE-A

A SUBDIVISION OF 2.061 ACRES OF LAND LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20 BASTROP COUNTY, TEXAS

OWNER: CLAYTON PROPERTIES GROUP, INC.
DBA BROHN HOMES
ADDRESS: 6720 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TX, 78730
PHONE: 512-551-1670 FAX: _____

ACREAGE: 2.061 ACRES
SURVEY: T. CHRISTIAN SURVEY, ABSTRACT NO. 20

NUMBER AND ACREAGE BY LOT TYPE: (SEE LAND USE SCHEDULE, SHEET 1)

PLAT PREPARED: 8/11/2022

SURVEYOR: BGE, INC. (DION P. ALBERTSON, RPLS)
PHONE: 210-581-3600 FAX: _____

ENGINEER: BGE, INC. (ADAM BERRY, PE)
PHONE: 512-879-0400 FAX: _____

COUNTY COURT OF BASTROP COUNTY, TEXAS

FILED
December 13, 2023
COUNTY CLERK
BASTROP COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

7/227-A

STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT CLAYTON PROPERTIES GROUP, INC, D.B.A. BROHN HOMES, BEING THE OWNER OF A CALLED 234.288 ACRE TRACT OF LAND AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018175490 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, BEING IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20 LOCATED IN BASTROP COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 2.061 ACRES OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

HARVEST RIDGE SUBDIVISION SECTION FIVE-A

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS, AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 24 DAY OF October, 2022, A.D.

ADAM BOENIG, VICE PRESIDENT
CLAYTON PROPERTIES GROUP, INC.,
DBA "BROHN HOMES"
6720 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TEXAS 78730

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ADAM BOENIG, VICE PRESIDENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

JENNIFER STEWART
Notary Public, State of Texas
Comm. Expires 02-23-2023
Notary ID 126016728

Jennifer Stewart
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 2/23/2023

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, J. ADAM BERRY, P.E., DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLY WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF ELGIN, TEXAS.

J. ADAM BERRY, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 120743
DATE: 10/6/2022

STATE OF TEXAS
J. ADAM BERRY
120743
LICENSED
PROFESSIONAL ENGINEER

BGE, INC.
101 WEST LOUIS HENNA BLVD, SUITE 400
AUSTIN, TEXAS 78728

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, DION P. ALBERTSON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WILL BE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF ELGIN, TEXAS, UPON COMPLETION OF CONSTRUCTION.

DION P. ALBERTSON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4963
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216

10/5/22
DATE

STATE OF TEXAS
REGISTERED
DION P. ALBERTSON
4963
PROFESSIONAL
LAND SURVEYOR

CITY OF ELGIN:
CERTIFICATE OF APPROVAL:

APPROVED BY:

AQUA WATER SUPPLY CORPORATION — 11/8/2022 DATE

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BASTROP

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 8th DAY OF November, 2022, BY ~~CLIFF KESSLER, PRESIDENT OF THE BOARD OF DIRECTORS~~ Alan David McMurray as General manager OF AQUA WATER SUPPLY CORPORATION, A TEXAS NONPROFIT CORPORATION, ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC, STATE OF TEXAS

PATRICIA HERNANDEZ
Notary Public, State of Texas
Notary ID# 1209729-6
My Commission Expires
SEPTEMBER 8, 2024

GENERAL NOTES:

1. THIS SUBDIVISION IS LOCATED WITHIN CITY OF ELGIN'S CORPORATE CITY LIMITS, ONLY FOR THE LIMITED PURPOSE SET FORTH IN CITY OF ELGIN ORDINANCE NO. 2021-05-18-13, WITHIN BASTROP COUNTY.
2. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83
3. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND SHADED ZONE "A" (AREAS DETERMINED TO BE SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, NO BASE FLOOD ELEVATIONS DETERMINED) AS DELINEATED ON THE FLOOD INSURANCE RATE MAPS FOR BASTROP COUNTY, TEXAS, AND INCORPORATED AREAS, MAP NUMBER 48021C0075E, EFFECTIVE JANUARY 19, 2006. ANY FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
4. THIS FINAL PLAT CONFORMS TO THE APPROVED PRELIMINARY PLAT.
5. UNDER NO CIRCUMSTANCES WILL THE CITY BE OBLIGATED TO ACCEPT STREETS, ROADWAYS, ALLEYS, CURBS, GUTTERS/DRAINAGE SYSTEMS, SIDEWALKS, STREET LIGHTS, AND/OR RELATED IMPROVEMENTS WITHIN THE DISTRICT FOR OWNERSHIP, OPERATION, AND MAINTENANCE UNTIL SUCH TIME OF FULL PURPOSE ANNEXATION. WITH RESPECT TO SUCH STREETS AND ROADWAYS WITHIN THE DISTRICT, THE DEVELOPER SHALL DESIGN AND CONSTRUCT THE STREETS AND ROADWAYS SOLELY TO THE CITY'S APPLICABLE STANDARDS, AS MODIFIED BY THE DEVELOPMENT AGREEMENT. THE DISTRICT WILL BE OBLIGATED TO ACCEPT, OPERATE, AND MAINTAIN THE STREETS AND ALL OTHER COMPONENTS THEREOF, INCLUDING BUT NOT LIMITED TO CURBS, GUTTER/DRAINAGE SYSTEMS, SIDEWALKS AND STREET LIGHTS.
6. NO LOT SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THIS PROPOSED DEVELOPMENT.
7. THIS SUBDIVISION IS IN AND SERVED BY AQUA WATER SUPPLY CORPORATION CCN FOR WATER SERVICE.
8. THE SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN'S WASTEWATER CCN. ALTESSA MUD WILL PROVIDE RETAIL WASTEWATER SERVICE TO THE SUBDIVISION PURSUANT TO A WASTEWATER SERVICE AGREEMENT WITH THE CITY OF ELGIN APPROVED IN CITY OF ELGIN RESOLUTION NO. 2020-12-15-60.
9. NO DWELLING STRUCTURE MAY BE OCCUPIED UNTIL SUCH TIME AS WATER AND WASTEWATER CONNECTIONS ARE FULLY OPERATIONAL.
10. PUBLIC UTILITY EASEMENTS ARE TO BE USED FOR UTILITY SERVICE, INCLUDING TELECOMMUNICATION, GAS, AND ELECTRICITY PROVIDED TO LOTS WITHIN THIS SUBDIVISION AND THE OVERALL HARVEST RIDGE DEVELOPMENT ONLY. PUE'S ARE NOT ALLOWED FOR PASS-THRU OR PRIMARY MAINS SERVICING OUTSIDE DEVELOPMENT, UNLESS AGREED UPON IN WRITING WITH THE DEVELOPER/OWNER (CLAYTON PROPERTIES GROUP, INC.).
11. ALL ELECTRICAL, TELEPHONE, CABLE TELEVISION, GAS, AND SIMILAR UTILITY SERVICE LINES SHALL BE PLACED UNDERGROUND, SUCH LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE REGULATIONS AND REQUIREMENTS ESTABLISHED BY EACH UTILITY OR SERVICE COMPANY, AS APPLICABLE, AND CITY ORDINANCE.
12. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, GRASS, LANDSCAPING AND DRIVEWAY OR SIDEWALK PAVING. AQUA WATER SUPPLY CORPORATION SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTION, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING, OR RECONSTRUCTING ANY UTILITIES.

THIS FINAL PLAT WAS APPROVED BY THE CITY OF ELGIN PLANNING & ZONING COMMISSION ON THIS 26th DAY OF SEPT., 20 22.

Atl R — 05 Dec 22
CHAIRPERSON — DATE

PRINTED NAME: Antonio A. Prieto

David Harrell — 05 Dec 2022
RECORDING SECRETARY — DATE

PRINTED NAME: David Harrell

~~STATE OF TEXAS §~~
~~COUNTY OF BASTROP COUNTY §~~

~~I, KRISTA BARTSCH, CLERK OF THE COUNTY COURT OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20___, A.D., THE COMMISSIONERS' COURT OF BASTROP COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER HAS BEEN ENTERED INTO THE MINUTES OF SAID COURT.~~

~~WITNESS MY HAND AND SEAL OF OFFICE OF CLERK OF THE COUNTY COURT OF BASTROP COUNTY, TEXAS THIS _____ DAY OF _____, 20___, A.D.~~

~~KRISTA BARTSCH~~
~~COUNTY CLERK~~
~~BASTROP COUNTY, TEXAS~~

~~BY: _____~~
~~DEPUTY~~

STATE OF TEXAS §
COUNTY OF BASTROP §

I, KRISTA BARTSCH, COUNTY CLERK OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 13th DAY OF December, 2022 A.D., AT 3:00 O'CLOCK P M, IN THE PLAT RECORDS OF BASTROP COUNTY, TEXAS IN PLAT CABINET 7, PAGE ~~226-B~~ 227-A

FILED FOR RECORD ON THE 13th DAY OF December, 2022 A.D.

KRISTA BARTSCH
COUNTY CLERK
BASTROP COUNTY, TEXAS

COUNTY COURT OF BASTROP COUNTY, TEXAS

BY: Irene Duplan
DEPUTY

FILED
December 13, 2022
COUNTY CLERK
BASTROP COUNTY, TEXAS

FINAL PLAT

HARVEST RIDGE SUBDIVISION SECTION FIVE-A

A SUBDIVISION OF 2.061 ACRES OF LAND
LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT
NO. 20 BASTROP COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

\\browngay.net\panzura\Regions\TXC\Projects\Brohn_Homes\8080-12-Harvest_Ridge_Ph7A\SV\04_Finals\Drawings\Plat\8080-05_Harvest_Ridge_Ph7A.dwg, 1/04/2023 8:51 AM, ldavila, 1:100

7/250-B

STREET NAMES		
STREET	R.O.W. WIDTH	CENTERLINE LENGTH
POND VIEW DRIVE	46 FT.	476 FT.
TOTAL LINEAR FEET		476 FT.

LAND USE SCHEDULE		
DESCRIPTION	NUMBER	ACREAGE
RIGHT-OF-WAY	–	0.530 AC.
TOTAL		0.530 AC.

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	N82°12'33"W	46.00'
L2	N7°47'27"E	217.61'
L3	N27°05'05"E	89.84'
L4	S62°54'55"E	46.00'
L5	S27°05'05"W	89.84'
L6	S62°53'44"E	12.08'
L7	S27°06'16"W	46.00'
L8	S7°47'27"W	217.61'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	525.00'	19°17'38"	176.79'	N 17°26'16" E	175.96'
C2	479.00'	4°15'27"	35.59'	S 24°57'21" W	35.59'
C3	15.00'	85°43'21"	22.44'	S 20°02'03" E	20.41'
C4	15.00'	103°47'27"	27.17'	S 65°12'33" W	23.61'
C5	479.00'	5°31'22"	46.17'	S 10°33'08" W	46.15'

LEGAL DESCRIPTION

FIELD NOTES FOR A 0.530 OF ONE ACRE TRACT OF LAND IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20, BASTROP COUNTY, TEXAS; BEING OUT OF A CALLED 234.288 ACRE TRACT OF LAND AS CONVEYED UNTO CLAYTON PROPERTIES GROUP, INC., DBA BROHN HOMES IN DOCUMENT NUMBER 2018175490 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.530 OF ONE ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2-INCH IRON ROD WITH A CAP STAMPED "ZWA" FOUND ON THE NORTHEAST LINE OF A CALLED 188.7 ACRE TRACT OF LAND AS CONVEYED UNTO PRIMAVESTA LAND COMPANY, LLC BY DEED OF TRUST, SECURITY AGREEMENT & FINANCING STATEMENT IN DOCUMENT NUMBER 202107415 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS AT THE COMMON CORNER OF SAID 234.288 ACRE TRACT AND A CALLED 69.055 ACRE TRACT OF LAND AS CONVEYED UNTO AMY MOGONYE DARSEY AND PAUL DOUGLAS MOGONYE BY TRUSTEE'S DEED IN DOCUMENT NUMBER 201410215 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; THENCE, N 14°45'32" E, A DISTANCE OF 1,291.48 FEET TO A 1/2-INCH IRON ROD WITH A CAP STAMPED "BGE INC" SET FOR THE SOUTHEASTERN CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT:

THENCE, OVER AND ACROSS SAID 234.288 ACRE TRACT, N 82°12'33" W, A DISTANCE OF 46.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 234.288 ACRE TRACT, N 7°47'27" E, A DISTANCE OF 217.61 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

THENCE, OVER AND ACROSS SAID 234.288 ACRE TRACT, ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 176.79 FEET, HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 19°17'38" AND CHORD WHICH BEARS N 17°26'16" E, A DISTANCE OF 175.96 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR THE POINT OF TANGENCY;

THENCE, OVER AND ACROSS SAID 234.288 ACRE TRACT, N 27°05'05" E, A DISTANCE OF 89.84 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 234.288 ACRE TRACT, S 62°54'55" E, A DISTANCE OF 46.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 234.288 ACRE TRACT, S 27°05'05" W, A DISTANCE OF 89.84 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

THENCE, OVER AND ACROSS SAID 234.288 ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 35.59 FEET, HAVING A RADIUS OF 479.00 FEET, A CENTRAL ANGLE OF 4°15'27" AND CHORD WHICH BEARS S 24°57'21" W, A DISTANCE OF 35.59 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF COMPOUND CURVATURE;

THENCE, OVER AND ACROSS SAID 234.288 ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 22.44 FEET, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 85°43'21" AND CHORD WHICH BEARS S 20°02'03" E, A DISTANCE OF 20.41 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

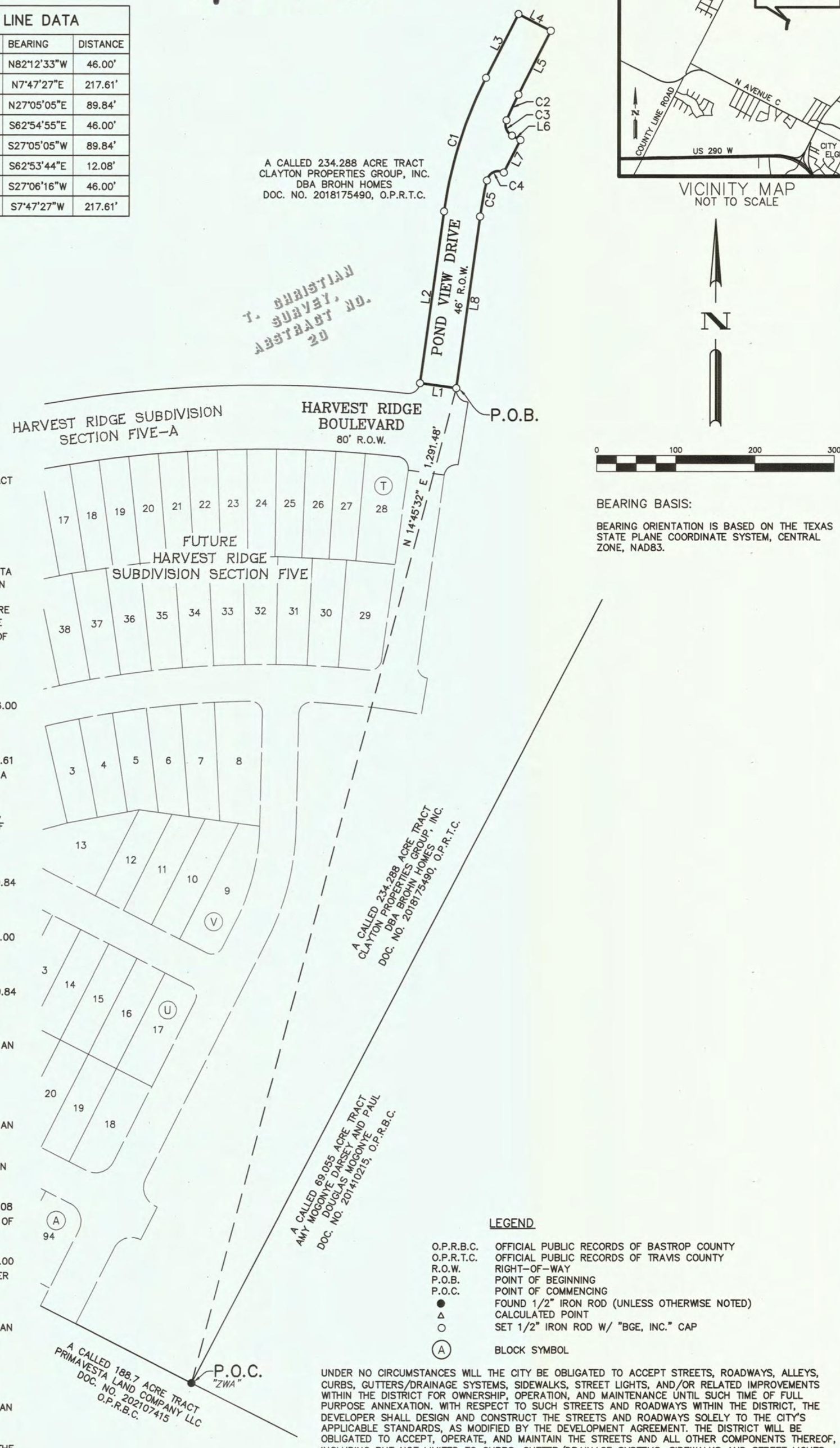
THENCE, OVER AND ACROSS SAID 234.288 ACRE TRACT, S 62°53'44" E, A DISTANCE OF 12.08 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

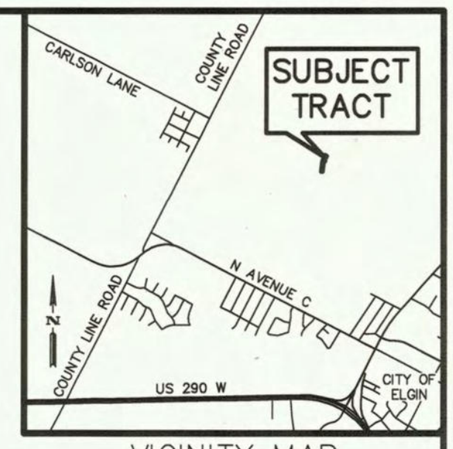
THENCE, OVER AND ACROSS SAID 234.288 ACRE TRACT, S 27°06'16" W, A DISTANCE OF 46.00 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, OVER AND ACROSS SAID 234.288 ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 27.17 FEET, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 103°47'27" AND CHORD WHICH BEARS S 65°12'33" W A DISTANCE OF 23.61 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A POINT OF COMPOUND CURVATURE;

THENCE, OVER AND ACROSS SAID 234.288 ACRE TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 46.17 FEET, HAVING A RADIUS OF 479.00 FEET, A CENTRAL ANGLE OF 5°31'22" AND CHORD WHICH BEARS S 10°33'08" W, A DISTANCE OF 46.15 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "BGE INC" SET AT A THE POINT OF TANGENCY OF THE HEREIN DESCRIBED TRACT;

THENCE, OVER AND ACROSS SAID 234.288 ACRE TRACT, S 7°47'27" W, A DISTANCE OF 217.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.530 OF ONE ACRE (23,081 SQUARE FEET) OF LAND, MORE OR LESS.





VICINITY MAP
NOT TO SCALE

N

0 100 200 300

BEARING BASIS:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83.

LEGEND

O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
R.O.W.	RIGHT-OF-WAY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
△	CALCULATED POINT
○	SET 1/2" IRON ROD W/ "BGE, INC." CAP
(A)	BLOCK SYMBOL

UNDER NO CIRCUMSTANCES WILL THE CITY BE OBLIGATED TO ACCEPT STREETS, ROADWAYS, ALLEYS, CURBS, GUTTERS/DRAINAGE SYSTEMS, SIDEWALKS, STREET LIGHTS, AND/OR RELATED IMPROVEMENTS WITHIN THE DISTRICT FOR OWNERSHIP, OPERATION, AND MAINTENANCE UNTIL SUCH TIME OF FULL PURPOSE ANNEXATION. WITH RESPECT TO SUCH STREETS AND ROADWAYS WITHIN THE DISTRICT, THE DEVELOPER SHALL DESIGN AND CONSTRUCT THE STREETS AND ROADWAYS SOLELY TO THE CITY'S APPLICABLE STANDARDS, AS MODIFIED BY THE DEVELOPMENT AGREEMENT. THE DISTRICT WILL BE OBLIGATED TO ACCEPT, OPERATE, AND MAINTAIN THE STREETS AND ALL OTHER COMPONENTS THEREOF, INCLUDING BUT NOT LIMITED TO CURBS, GUTTER/DRAINAGE SYSTEMS, SIDEWALKS AND STREET LIGHTS.

FINAL PLAT

HARVEST RIDGE SUBDIVISION SECTION SEVEN-A

A SUBDIVISION OF 0.530 OF ONE ACRE OF LAND LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20 BASTROP COUNTY, TEXAS

OWNER: CLAYTON PROPERTIES GROUP, INC.
DBA BROHN HOMES
ADDRESS: 6720 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TX, 78730
PHONE: 512-551-1670 FAX: _____

ACREAGE: 0.530 OF ONE ACRE
SURVEY: T. CHRISTIAN SURVEY, ABSTRACT NO. 20

NUMBER AND ACREAGE BY LOT TYPE: (SEE LAND USE SCHEDULE, SHEET 1)

PLAT PREPARED: 9/23/2022

PLAT SUBMITTED: 9/29/2022

PLAT REVISED: 10/24/2022

SURVEYOR: BGE, INC. (DION P. ALBERTSON, RPLS)
PHONE: 210-581-3600 FAX: _____

ENGINEER: BGE, INC. (ADAM BERRY, PE)
PHONE: 512-879-0400 FAX: _____

FILED
March 10, 2023
COUNTY CLERK
BASTROP COUNTY, TEXAS

COUNTY COURT OF BASTROP COUNTY, TEXAS

BGE

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

\\browngay.net\panzura\Regions\TXC\Projects\Brohn_Homes\8080-12-Harvest_Ridge_Ph7A\SV\04_Finals\Drawings\Plat\8080-05_Harvest_Ridge_Ph7A.dwg, 1/04/2023 8:51 AM, idavila, 1:100

7/251-A

STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT CLAYTON PROPERTIES GROUP, INC, D.B.A. BROHN HOMES, BEING THE OWNER OF A CALLED 234.288 ACRE TRACT OF LAND AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018175490 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, BEING IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20 LOCATED IN BASTROP COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 0.530 OF ONE ACRE OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

HARVEST RIDGE SUBDIVISION SECTION SEVEN-A

AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS, AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 3 DAY OF March, 2023 A.D.

ADAM BOENIG, VICE PRESIDENT
CLAYTON PROPERTIES GROUP, INC.,
DBA "BROHN HOMES"
6720 VAUGHT RANCH ROAD, SUITE 200
AUSTIN, TEXAS 78730

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED ADAM BOENIG, VICE PRESIDENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

Lisa Marie Ruvenbark
My Commission Expires
11/14/2023
ID No 12357594

Lisa Marie Ruvenbark
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES Nov 14, 2023

STATE OF TEXAS §
COUNTY OF TRAVIS §

I, J. ADAM BERRY, P.E., DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLY WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY THE CITY OF ELGIN, TEXAS.

J. ADAM BERRY, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 120743
BGE, INC.
101 WEST LOUIS HENNA BLVD, SUITE 400
AUSTIN, TEXAS 78728

DATE: 1/6/2023

STATE OF TEXAS
J. ADAM BERRY
120743
LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS §
COUNTY OF BEXAR §

I, DION P. ALBERTSON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WILL BE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF ELGIN, TEXAS, UPON COMPLETION OF CONSTRUCTION.

DION P. ALBERTSON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4963
BGE, INC.
7330 SAN PEDRO AVE, SUITE 202
SAN ANTONIO, TEXAS 78216

DATE: 1/4/2023

STATE OF TEXAS
REGISTERED
DION P. ALBERTSON
4963
PROFESSIONAL
LAND SURVEYOR

GENERAL NOTES:

1. THIS SUBDIVISION IS LOCATED WITHIN CITY OF ELGIN'S CORPORATE CITY LIMITS, ONLY FOR THE LIMITED PURPOSE SET FORTH IN CITY OF ELGIN ORDINANCE NO. 2021-05-18-13, WITHIN BASTROP COUNTY.
2. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83
3. THE PROPERTY DOES NOT LIE IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND SHADED ZONE "A" (AREAS DETERMINED TO BE SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, NO BASE FLOOD ELEVATIONS DETERMINED) AS DELINEATED ON THE FLOOD INSURANCE RATE MAPS FOR BASTROP COUNTY, TEXAS, AND INCORPORATED AREAS, MAP NUMBER 48021C0075E, EFFECTIVE JANUARY 19, 2006. ANY FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
4. THIS FINAL PLAT CONFORMS TO THE APPROVED PRELIMINARY PLAT.
5. NO LOT SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THIS PROPOSED DEVELOPMENT.
6. THIS SUBDIVISION IS IN AND SERVED BY AQUA WATER SUPPLY CORPORATION CCN FOR WATER SERVICE.
7. THE SUBDIVISION IS LOCATED WITHIN THE CITY OF ELGIN'S WASTEWATER CCN. ALTESSA MUD WILL PROVIDE RETAIL WASTEWATER SERVICE TO THE SUBDIVISION PURSUANT TO A WASTEWATER SERVICE AGREEMENT WITH THE CITY OF ELGIN APPROVED IN CITY OF ELGIN RESOLUTION NO. 2020-12-15-60.
8. NO DWELLING STRUCTURE MAY BE OCCUPIED UNTIL SUCH TIME AS WATER AND WASTEWATER CONNECTIONS ARE FULLY OPERATIONAL.
9. PUBLIC UTILITY EASEMENTS ARE TO BE USED FOR UTILITY SERVICE, INCLUDING TELECOMMUNICATION, GAS, AND ELECTRICITY PROVIDED TO LOTS WITHIN THIS SUBDIVISION AND THE OVERALL HARVEST RIDGE DEVELOPMENT ONLY. PUE'S ARE NOT ALLOWED FOR PASS-THRU OR PRIMARY MAINS SERVICING OUTSIDE DEVELOPMENT, UNLESS AGREED UPON IN WRITING WITH THE DEVELOPER/OWNER (CLAYTON PROPERTIES GROUP, INC.).
10. ALL ELECTRICAL, TELEPHONE, CABLE TELEVISION, GAS, AND SIMILAR UTILITY SERVICE LINES SHALL BE PLACED UNDERGROUND, SUCH LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE REGULATIONS AND REQUIREMENTS ESTABLISHED BY EACH UTILITY OR SERVICE COMPANY, AS APPLICABLE, AND CITY ORDINANCE.
11. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, GRASS, LANDSCAPING AND DRIVEWAY OR SIDEWALK PAVING.
12. UNDER NO CIRCUMSTANCES WILL THE CITY BE OBLIGATED TO ACCEPT STREETS, ROADWAYS, ALLEYS, CURBS, GUTTERS/DRAINAGE SYSTEMS, SIDEWALKS, STREET LIGHTS, AND/OR RELATED IMPROVEMENTS WITHIN THE DISTRICT FOR OWNERSHIP, OPERATION, AND MAINTENANCE UNTIL SUCH TIME OF FULL PURPOSE ANNEXATION. WITH RESPECT TO SUCH STREETS AND ROADWAYS WITHIN THE DISTRICT, THE DEVELOPER SHALL DESIGN AND CONSTRUCT THE STREETS AND ROADWAYS SOLELY TO THE CITY'S APPLICABLE STANDARDS, AS MODIFIED BY THE DEVELOPMENT AGREEMENT. THE DISTRICT WILL BE OBLIGATED TO ACCEPT, OPERATE, AND MAINTAIN THE STREETS AND ALL OTHER COMPONENTS THEREOF, INCLUDING BUT NOT LIMITED TO CURBS, GUTTER/DRAINAGE SYSTEMS, SIDEWALKS AND STREET LIGHTS.

CITY OF ELGIN:
CERTIFICATE OF APPROVAL:

THIS FINAL PLAT WAS APPROVED BY THE CITY OF ELGIN PLANNING & ZONING COMMISSION ON THIS 19 DAY OF DECEMBER 2022.

CHAIRPERSON — DATE: 09 MAR 23

PRINTED NAME: Antonio A. Perez

RECORDING SECRETARY — DATE: 09 MAR. 23

PRINTED NAME: MELISSA LIPIEC

STATE OF TEXAS §
COUNTY OF BASTROP COUNTY §

I, KRISTA BARTSCH, CLERK OF THE COUNTY COURT OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20__, A.D., THE COMMISSIONERS' COURT OF BASTROP COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER HAS BEEN ENTERED INTO THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF CLERK OF THE COUNTY COURT OF BASTROP COUNTY, TEXAS THIS _____ DAY OF _____, 20__ A.D.

KRISTA BARTSCH
COUNTY CLERK
BASTROP COUNTY, TEXAS

BY: _____ DEPUTY

STATE OF TEXAS §
COUNTY OF BASTROP §

I, KRISTA BARTSCH, COUNTY CLERK OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 10th DAY OF March, 2023 A.D., AT 8:36 O'CLOCK A M, IN THE PLAT RECORDS OF BASTROP COUNTY, TEXAS IN PLAT CABINET 7, PAGE 250-B & 251-A.

FILED FOR RECORD ON THE 10TH DAY OF March, 2023 A.D.

KRISTA BARTSCH
COUNTY CLERK
BASTROP COUNTY, TEXAS

BY: Cynthia Dickey DEPUTY

FILED
March 10, 2023
COUNTY CLERK
BASTROP COUNTY, TEXAS

COUNTY COURT OF BASTROP COUNTY, TEXAS

FINAL PLAT
HARVEST RIDGE SUBDIVISION SECTION SEVEN-A

A SUBDIVISION OF 0.530 OF ONE ACRE OF LAND LOCATED IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20 BASTROP COUNTY, TEXAS

BGE, Inc.
7330 San Pedro Ave., Suite 202
San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10194490

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
KRISTA BARTSCH, County Clerk
Bastrop Texas
February 14, 2023 02:00:47 PM 202302046
FEE: $146.00
EASEMENT

LANDSCAPE EASEMENT AGREEMENT
[SCHOOL SITE]

This Landscape Easement Agreement [School Site] (this "**Agreement**"), is made by and between **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Grantor**"), and **HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.**, a Texas non-profit corporation ("**Grantee**"), and is as follows:

RECITALS

A. Grantor is the developer of certain real property located in Travis and Bastrop Counties, Texas, subject to that certain Master Covenant for Harvest Ridge, recorded October 21, 2022 as Document No. 202222289, Official Public Records of Bastrop County, Texas, and Document No. 2022170416, Official Public Records of Travis County, Texas (as amended from time to time, the "**Master Covenant**").

B. Grantor has installed and/or may install or cause to be installed on the portions of the real property described on Exhibit "A" attached hereto and incorporated herein for all purposes (collectively, the "**Easement Tract**") certain turf, landscaping and related irrigation facilities (collectively, the "**Improvements**").

C. Grantor, as the current "Declarant" under the Master Covenant, desires to designate the Easement Tract and the Improvements as "Common Area" in accordance with the terms and provisions of the Master Covenant and this Agreement.

D. Grantee is obligated to maintain Common Area in accordance with the terms and provisions of the Master Covenant.

NOW, THEREFORE, for and in consideration the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement**. Grantor hereby GRANTS, SELLS and CONVEYS to Grantee a non-exclusive easement (the "**Easement**") upon, over, through and across the Easement Tract for the purposes and subject to the provisions set forth herein, TO HAVE AND TO HOLD the Easement perpetually unto Grantee, its successors and assigns, and Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement unto Grantee, its successors and assigns, or any beneficiary hereunder, against every person whomsoever lawfully claiming or to claim the same by, through, or under Grantor, but not otherwise; subject to (i) the matters and reservations set forth herein, and (ii) any and all easements, covenants, rights-of-way, conditions, restrictions, liens, and mineral reservations, if any, relating to the Easement Tract to the extent, and only to the extent, the same may still be in

force and effect and shown of record in the Office of the County Clerk of Bastrop County, Texas, or apparent on the Easement Tract.

2. **Purpose of Easement**. The Easement granted hereby is for the purpose of installing, maintaining, mowing, operating, repairing, removing, replacing and upgrading the Improvements upon, over, under and across the Easement Tract, together with the right of vehicular and pedestrian ingress and egress over, along and across the Easement Tract for the purpose of constructing, maintaining, operating, repairing, removing, replacing and upgrading the Improvements.

3. **Rights Reserved**. The Easement, rights and privileges granted herein are non-exclusive and each of Grantor reserves unto it and its successors and assigns the right to use and to grant easements in, under, along and over, and enter upon and use all or any portion of the Easement Tract for any purpose, but in no event shall Grantor use the Easement Tract in any manner which interferes in any material way with the Easement hereby granted.

4. **Maintenance**. Grantee may, at the election of the Board (as defined in the Master Covenant), but shall not be obligated to, maintain the Easement Tract, or portions thereof, and the Improvements, or portions thereof. With respect to the portions of the Easement Tract and/or the Improvements that Grantee elects to maintain: (i) Assessments shall be levied against all Assessment Units (as defined in the Master Covenant) in accordance with the terms and provisions of the Master Covenant to fund such maintenance; and (ii) Grantor, as "Declarant" under the Master Covenant, hereby designates the such portions of the Easement Tract and/or the Improvements as "Common Area" in accordance with the terms and provisions of the Master Covenant. Grantee agrees to comply at all times and at its sole cost with all applicable federal, state and local laws, rules, regulations and safety standards in connection with Grantee's activities hereunder, including, without limitation, installation, use, operation, maintenance, repair, removal, replacement, and upgrade of the Improvements (collectively, the "**Maintenance Obligations**").

5. **Indemnification**. Grantee shall indemnify and hold harmless Grantor from and against any and all mechanics', materialmen's or other liens or claims (and all costs and expenses associated therewith) arising out of the Maintenance Obligations. Grantee will not create or permit to be created or remain, and will discharge, at Grantee's sole cost and expense, any and all liens, encumbrances or charges levied on account of any builder's, supplier's, mechanic's, laborer's, materialmen's or similar lien which might become a lien, encumbrance or charge upon the Easement Tract with respect to any work or services performed or material furnished by or at the direction of Grantee. If any such liens, encumbrances or charges shall at any time be filed against the Easement Tract or any other property of Grantor by reason of work or services performed or material furnished by or at the direction of Grantee, then Grantee within thirty (30) days after the filing thereof will cause the same to be fully discharged and released of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

6. **Breach Shall Not Permit Termination**. Notwithstanding anything to the contrary contained herein, no breach of this Agreement shall entitle Grantor or the owner of any portion of the Easement Tract to cancel, rescind or otherwise terminate this Agreement.

7. **No Representations or Warranties**. GRANTOR HAS EXECUTED AND DELIVERED THIS AGREEMENT, AND GRANTEE HAS RECEIVED AND ACCEPTED THIS AGREEMENT AND THE EASEMENT TRACT AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT SOLELY THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN; IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO: (I) THE

CONDITION OF THE EASEMENT TRACT OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE EASEMENT TRACT OR WHICH AFFECT THE EASEMENT TRACT; (III) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE EASEMENT TRACT WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENT POTENTIAL, OR OTHERWISE; (IV) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, OR AMOUNT OF THE EASEMENT TRACT; (V) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE EASEMENT TRACT; (VI) ANY ENVIRONMENTAL, GEOLOGICAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY PORTION OF THE EASEMENT TRACT; AND (VII) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER, EXCEPT SOLELY THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

8. **General Provisions**.

(a) Inurement. This Agreement and the restrictions created hereby are binding upon the owners of all or any portion of the Easement Tract.

(b) Amendment or Cancellation. This Agreement may be amended or terminated by recording, in the Official Public Records of Bastrop County, Texas, an instrument executed and acknowledged by Grantor and Grantee.

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

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

(e) Enforcement. Grantee, acting alone, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, and covenants imposed by the provisions of this Agreement. Notwithstanding any provision in this Agreement to the contrary, each party hereto may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Agreement without the consent of the other party hereto; provided, assignor provides notice of the assignment to the other party hereto, its successors and assigns, and files such assignment for public record.

[SIGNATURE PAGES FOLLOW]

EXECUTED to be effective on the date this Agreement is recorded in the Official Public Records of Bastrop County, Texas.

GRANTOR:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas
as **BROHN HOMES**

By:_____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10th day of February, 2023, by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

_____
Notary Public Signature

(seal)

STEPHANIE WILLIAMS
Notary Public, State of Texas
Comm. Expires 07-11-2026
Notary ID 12844077-5

GRANTEE:

HARVEST RIDGE RESIDENTIAL COMMUNITY, INC., a Texas nonprofit corporation

By: _____
Name: Adam Boehling
Title: Director

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10 day of Feb, 2023, by Adam Boehling, Director of Harvest Ridge Residential Community, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

(seal)

_____
Notary Public Signature

EXHIBIT "A"

DESCRIPTION OF EASEMENT TRACTS

Tract 1: A 0.725 acre tract of land in the T. Christian Survey, Abstract No. 20, Bastrop County, Texas; being a portion of a called 234.288 acre tract of land as conveyed to Clayton Properties Group, Inc., doing business as Brohn Homes recorded in Document No. 2018175490 of the Official Public Records of Travis County, Texas; said 0.725 acre tract being more particularly described by metes and bounds on Exhibit "A-1" attached hereto.

Tract 2: A 1.655 acre tract of land in the T. Christian Survey, Abstract No. 20, Bastrop County, Texas; being a portion of a called 234.288 acre tract of land as conveyed to Clayton Properties Group, Inc., doing business as Brohn Homes recorded in Document No. 2018175490 of the Official Public Records of Travis County, Texas; said 1.655 acre tract being more particularly described by metes and bounds on Exhibit "A-2" attached hereto.

Tract 3: A 0.116 acre tract of land in the T. Christian Survey, Abstract No. 20, Bastrop County, Texas; being a portion of a called 234.288 acre tract of land as conveyed to Clayton Properties Group, Inc., doing business as Brohn Homes recorded in Document No. 2018175490 of the Official Public Records of Travis County, Texas; said 0.116 acre tract being more particularly described by metes and bounds on Exhibit "A-3" attached hereto.

Tract 4: A 0.105 acre tract of land in the T. Christian Survey, Abstract No. 20, Bastrop County, Texas; being a portion of a called 234.288 acre tract of land as conveyed to Clayton Properties Group, Inc., doing business as Brohn Homes recorded in Document No. 2018175490 of the Official Public Records of Travis County, Texas; said 0.105 acre tract being more particularly described by metes and bounds on Exhibit "A-4" attached hereto.

Tract 5: A 0.321 acre tract of land in the T. Christian Survey, Abstract No. 20, Bastrop County, Texas; being a portion of a called 234.288 acre tract of land as conveyed to Clayton Properties Group, Inc., doing business as Brohn Homes recorded in Document No. 2018175490 of the Official Public Records of Travis County, Texas; said 0.321 acre tract being more particularly described by metes and bounds on Exhibit "A-5" attached hereto.

EXHIBIT "A-1"

DESCRIPTION OF TRACT 1

EXHIBIT ____

0.725 Acre
Harvest Ridge Phase 5
Landscape Easement

LEGAL DESCRIPTION

FIELD NOTES FOR A 0.725 ACRE TRACT OF LAND IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20, BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 234.288 ACRE TRACT OF LAND AS CONVEYED TO CLAYTON PROPERTIES GROUP, INC., DOING BUSINESS AS BROHN HOMES RECORDED IN DOCUMENT NUMBER 2018175490 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.725 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron pipe found on the northeast line of the above described Clayton Properties Group, Inc. 234.288 acre tract, at the common south corner of a called 139.723 acre tract of land as conveyed to Roger and Suzanne Mogonye by instrument recorded in Volume 2039, Page 771 of the Official Public Records of Bastrop County, Texas, and a called 147.144 acre tract of land as conveyed to RSM Real Estate LP by instrument recorded in Document Number 201414715 of the Official Public Records of Bastrop County, Texas, from which a 1/2-inch iron rod found at the common north corner of said Clayton Properties Group, Inc. 234.288 acre tract, and a called 4.737 acre tract as conveyed to Clyde T. Lundgren and wife, Betty S. Lundgren by instrument recorded in Volume 5569, Page 655 of the Deed Records of Travis County, Texas, bears N 62°54'55" W a distance of 3,883.78 feet; Thence, over and across said Clayton Properties Group, Inc. 234.288 acre tract S 86°00'44" W a distance of 2,069.80 feet to a calculated point on the west line of a proposed 12.920 acre tract out of said Clayton Properties Group Inc. 234.288 acre tract, for the most northerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, S 45°00'00" E a distance of 206.36 feet to a calculated point for the most easterly corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, along a curve to the right, an arc distance of 203.04 feet, having a radius of 844.51 feet, a central angle of 13°46'30", and a chord which bears S 79°19'52" W, a distance of 202.55 feet to a calculated angle point of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, S 86°07'18" W a distance of 36.35 feet to a calculated point of curvature of a curve to the left;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, along a curve to the left, an arc distance of 150.05 feet, having a radius of 94.50 feet, a central angle of 90°58'31", and a chord which bears S 40°43'51" W, a distance of 134.78 feet to a calculated angle point of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, S 04°45'25" E a distance of 26.64 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, S 86°12'34" W a distance of 16.48 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, S 03°47'26" E a distance of 6.00 feet to a calculated point on the south line of said proposed 12.920 acre tract for an exterior corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, S 86°53'41" W a distance of 17.01 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southwest corner of said proposed 12.920 acre tract, for the southwest corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, with the west line of said proposed 12.920 acre tract, N 21°26'44" E a distance of 196.09 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point on west line of said proposed 12.920 acre tract, for an angle point of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, with the west line of said proposed 12.920 acre tract, N 44°15'30" E a distance of 195.54 feet to the **POINT OF BEGINNING** and containing 0.725 acre of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees BGE Inc. under my supervision, and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83. A sketch accompanies this description.

11/07/2022
Date

Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: (512) 879-0400
TBPELS Licensed Surveying Firm Number 10106502

Date: November 7, 2022
Project Number: 8080-05

G:\TXC\PROJECTS\BROHN_HOMES\8080-05-HARVEST_RIDGE_PH5\SV\04_FINALS\MB\8080-05 HARVEST RIDGE PH-5 ESMTS\HARVEST RIDGE PH-5 LE1-FN.DOCX

Exhibit "A-1" – 4

{W1203393.4}

G:\TXC\Projects\Brohn_Homes\8080-05-Harvest_Ridge_Ph5\SV\04_Finals\Drawings\Easements\Harvest Ridge Ph-5 LE-1.dwg, 10/31/2022 12:46 PM, Marcus Garza

LEGEND

DOC.	DOCUMENT
D.R.T.C.	DEED RECORDS OF TRAVIS COUNTY
ESMT.	EASEMENT
NO.	NUMBER
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
( )	RECORD INFORMATION, DOC. NO. 2018175490 O.P.R.T.C.
●	FOUND 1/2" IRON ROD
⊙	FOUND 1/2" IRON PIPE
○	SET 1/2" IRON ROD W/ "BGE INC" CAP
△	CALCULATED POINT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 45°00'00" E	206.36'
L2	S 86°07'18" W	36.35'
L3	S 04°45'25" E	26.64'
L4	S 86°12'34" W	16.48'
L5	S 03°47'26" E	6.00'
L5	S 86°53'41" W	17.01'
L1	N 21°26'44" E	196.09'
L8	N 44°15'30" E	195.54'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	203.04'	844.51'	13°46'30"	S 79°19'52" W	202.55'
C2	150.05'	94.50'	90°58'31"	S 40°43'51" W	134.78'

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502

Copyright 2022

SCALE: 1"=200'

SHEET 5

OF 5

Exhibit "A-1" – 5

{W1203393.4}

EXHIBIT "A-2"

DESCRIPTION OF TRACT 2

EXHIBIT ____

1.655 Acre
Harvest Ridge Phase 5
Landscape Easement

LEGAL DESCRIPTION

FIELD NOTES FOR A 1.655 ACRE TRACT OF LAND IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20, BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 234.288 ACRE TRACT OF LAND AS CONVEYED TO CLAYTON PROPERTIES GROUP, INC., DOING BUSINESS AS BROHN HOMES RECORDED IN DOCUMENT NUMBER 2018175490 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 1.655 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron pipe found on the northeast line of the above described Clayton Properties Group, Inc. 234.288 acre tract, at the common south corner of a called 139.723 acre tract of land as conveyed to Roger and Suzanne Mogonye by instrument recorded in Volume 2039, Page 771 of the Official Public Records of Bastrop County, Texas, and a called 147.144 acre tract of land as conveyed to RSM Real Estate LP by instrument recorded in Document Number 201414715 of the Official Public Records of Bastrop County, Texas, from which a 1/2-inch iron rod found at the common north corner of said Clayton Properties Group, Inc. 234.288 acre tract, and a called 4.737 acre tract as conveyed to Clyde T. Lundgren and wife, Betty S. Lundgren by instrument recorded in Volume 5569, Page 655 of the Deed Records of Travis County, Texas, bears N 62°54'55" W a distance of 3,883.78 feet; Thence, over and across said Clayton Properties Group, Inc. 234.288 acre tract S 74°31'31" W a distance of 1,179.97 feet to a calculated point on the curving southeasterly line of a proposed 12.920 acre tract out of said Clayton Properties Group Inc. 234.288 acre tract, for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, along a curve to the left, an arc distance of 678.13 feet, having a radius of 1,632.00 feet, a central angle of 23°48'28", and a chord which bears S 85°01'40" W, a distance of 673.27 feet to a calculated point of reverse curvature;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, along said curve to the right, an arc distance of 324.19 feet, having a radius of 1,948.00 feet, a central angle of 09°32'07", and a chord which bears S 77°53'30" W, a distance of 323.82 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, N 06°53'58" W a distance of 8.00 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, along a curve to the right, an arc distance of 30.00 feet, having a radius of 1,940.00 feet, a central angle of 00°53'10", and a chord which bears S 83°06'02" W, a distance of 30.00 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, S 06°53'58" E a distance of 8.00 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, S 84°10'48" W a distance of 43.40 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, N 04°52'06" W a distance of 20.81 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, along said curve to the right, an arc distance of 81.77 feet, having a radius of 51.50 feet, a central angle of 90°58'31", and a chord which bears N 40°43'51" E, a distance of 73.45 feet to a calculated point for corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, N 86°07'18" E a distance of 36.35 feet to a calculated point of curvature of a curve to the left;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, along said curve to the left, an arc distance of 380.53 feet, having a radius of 887.51 feet, a central angle of 24°33'57", and a chord which bears N 73°56'08" E, a distance of 377.62 feet to a calculated point of reverse curvature;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, along said curve to the right, an arc distance of 39.33 feet, having a radius of 79.50 feet, a central angle of 28°20'51", and a chord which bears N 75°49'34" E, a distance of 38.93 feet to a calculated angle point of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, East a distance of 473.90 feet to a calculated point of curvature of a curve to the left;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, along said curve to the left, an arc distance of 62.88 feet, having a radius of 50.50 feet, a central angle of 71°20'13", and a chord which bears N 54°19'53" E, a distance of 58.89 feet to a calculated point of reverse curvature;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, along said curve to the right, an arc distance of 32.12 feet, having a radius of 24.50 feet, a central angle of 75°07'08", and a chord which bears N 56°13'21" E, a distance of 29.87 feet to a calculated angle point of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, S 82°39'08" E a distance of 31.48 feet to a calculated point of curvature of a curve the right;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, along said curve to the right, an arc distance of 14.94 feet, having a radius of 24.50 feet, a central angle of 34°55'57", and a chord which bears S 64°44'34" E, a distance of 14.71 feet to a calculated point on the east line of said 12.920 acre tract, for an exterior corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, with the east line of said proposed 12.920 acre tract, S 07°47'27" W a distance of 97.49 feet to a 1/2-inch rod with cap stamped "BGE INC" set at a point of curvature of a curve to the right;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, along said curve to the right, an arc distance of 2.73 feet, having a radius of 15.00 feet, a central angle of 10°25'12", and a chord which bears S 13°00'03" W, a distance of 2.72 feet to the **POINT OF BEGINNING** and containing 1.655 acre of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees BGE Inc. under my supervision, and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83. A sketch accompanies this description.

Jonathan O. Nobles RPLS No. 5777 — 11/7/2022 Date

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: (512) 879-0400
TBPELS Licensed Surveying Firm Number 10106502

Date: November 7, 2022
Project Number: 8080-05

Exhibit "A-2" – 5

{W1203393.4}

G:\TXC\Projects\Brohn_Homes\8080-05-Harvest_Ridge_Ph5\SVA\04_Finals\Drawings\Easements\Harvest Ridge Ph-5 LE-2.dwg, 10/31/2022 12:23 PM, Marcus Garza

LEGEND

DOC.	DOCUMENT
D.R.T.C.	DEED RECORDS OF TRAVIS COUNTY
ESMT.	EASEMENT
NO.	NUMBER
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
( )	RECORD INFORMATION, DOC. NO. 2018175490 O.P.R.T.C.
●	FOUND 1/2" IRON ROD
⊙	FOUND 1/2" IRON PIPE
○	SET 1/2" IRON ROD W/ "BGE INC" CAP
△	CALCULATED POINT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 06°53'58" W	8.00'
L2	S 06°53'58" E	8.00'
L3	S 84°10'48" W	43.40'
L4	N 04°52'06" W	20.81'
L3	N 86°07'18" E	36.35'
L2	N 90°00'00" E	473.90'
L1	S 82°39'08" E	31.48'
L8	S 07°47'27" W	97.49'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	678.13'	1,632.00'	23°48'28"	S 85°01'40" W	673.27'
C2	324.19'	1,948.00'	9°32'07"	S 77°53'30" W	323.82'
C3	30.00'	1,940.00'	0°53'10"	S 83°06'02" W	30.00'
C4	81.77'	51.50'	90°58'31"	N 40°43'51" E	73.45'
C5	380.53'	887.51'	24°33'57"	N 73°56'08" E	377.62'
C6	39.33'	79.50'	28°20'51"	N 75°49'34" E	38.93'
C7	62.88'	50.50'	71°20'13"	N 54°19'53" E	58.89'
C8	32.12'	21.50'	75°07'08"	N 56°13'21" E	29.87'
C9	14.94'	24.50'	34°55'57"	S 64°44'34" E	14.71'
C10	2.73'	15.00'	10°25'12"	S 13°00'03" W	2.72'

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
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TBPELS Licensed Surveying Firm No. 10106502

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SCALE: 1"=200'

SHEET 6

OF 6

Exhibit "A-2" – 6

{W1203393.4}

EXHIBIT "A-3"

DESCRIPTION OF TRACT 3

EXHIBIT ____

0.116 Acre
Harvest Ridge Phase 5
Landscape Easement

LEGAL DESCRIPTION

FIELD NOTES FOR A 0.116 ACRE TRACT OF LAND IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20, BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 234.288 ACRE TRACT OF LAND AS CONVEYED TO CLAYTON PROPERTIES GROUP, INC., DOING BUSINESS AS BROHN HOMES RECORDED IN DOCUMENT NUMBER 2018175490 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.116 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron pipe found on the northeast line of the above described Clayton Properties Group, Inc. 234.288 acre tract, at the common south corner of a called 139.723 acre tract of land as conveyed to Roger and Suzanne Mogonye by instrument recorded in Volume 2039, Page 771 of the Official Public Records of Bastrop County, Texas, and a called 147.144 acre tract of land as conveyed to RSM Real Estate LP by instrument recorded in Document Number 201414715 of the Official Public Records of Bastrop County, Texas, from which a 1/2-inch iron rod found at the common north corner of said Clayton Properties Group, Inc. 234.288 acre tract, and a called 4.737 acre tract as conveyed to Clyde T. Lundgren and wife, Betty S. Lundgren by instrument recorded in Volume 5569, Page 655 of the Deed Records of Travis County, Texas, bears N 62°54'55" W a distance of 3,883.78 feet; Thence, over and across said Clayton Properties Group, Inc. 234.288 acre tract S 88°36'27 W a distance of 1,092.92 feet to a calculated point on the curving east line of a proposed 12.920 acre tract out of said Clayton Properties Group Inc. 234.288 acre tract, for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, along a curve to the left, an arc distance of 71.50 feet, having a radius of 525.00 feet, a central angle of 07°48'12", and a chord which bears S 11°41'33" W, a distance of 71.45 feet to a 1/2-inch rod with cap stamped "BGE INC" set at a point of tangency on the east line of said 12.920 acre tract, for an angle point of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, S 07°47'27" W a distance of 85.36 feet to a calculated point on the east line of said 12.920 acre tract, at a point of curvature of a curve to the right for the southeast corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, along said curve to the right, an arc distance of 14.92 feet, having a radius of 24.50 feet, a central angle of 34°53'18", and a chord which bears S 80°20'48" W, a distance of 14.69 feet to a calculated angle point of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, N 82°12'33" W a distance of 15.99 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, N 07°47'27" E a distance of 89.76 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, along said curve to the right, an arc distance of 85.14 feet, having a radius of 555.00 feet, a central angle of 08°47'21", and a chord which bears N 12°11'08" E, a distance of 85.05 feet to a calculated point for the northwest corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, along a curve to the left, an arc distance of 17.50 feet, having a radius of 61.58 feet, a central angle of 16°16'39", and a chord which bears S 63°23'44" E, a distance of 17.44 feet to a calculated point of reverse curvature;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, along said curve to the right, an arc distance of 14.61 feet, having a radius of 18.50 feet, a central angle of 45°14'31", and a chord which bears S 48°30'11" E, a distance of 14.23 feet to the **POINT OF BEGINNING** and containing 0.116 acre of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees BGE Inc. under my supervision, and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83. A sketch accompanies this description.

11/07/2022
Date

Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: (512) 879-0400
TBPELS Licensed Surveying Firm Number 10106502

Date: November 7, 2022
Project Number: 8080-05

G:\TXC\PROJECTS\BROHN_HOMES\8080-05-HARVEST_RIDGE_PH5\SV\04_FINALS\MB\8080-05 HARVEST RIDGE PH-5 ESMTS\HARVEST RIDGE PH-5 LE3-FN.DOCX

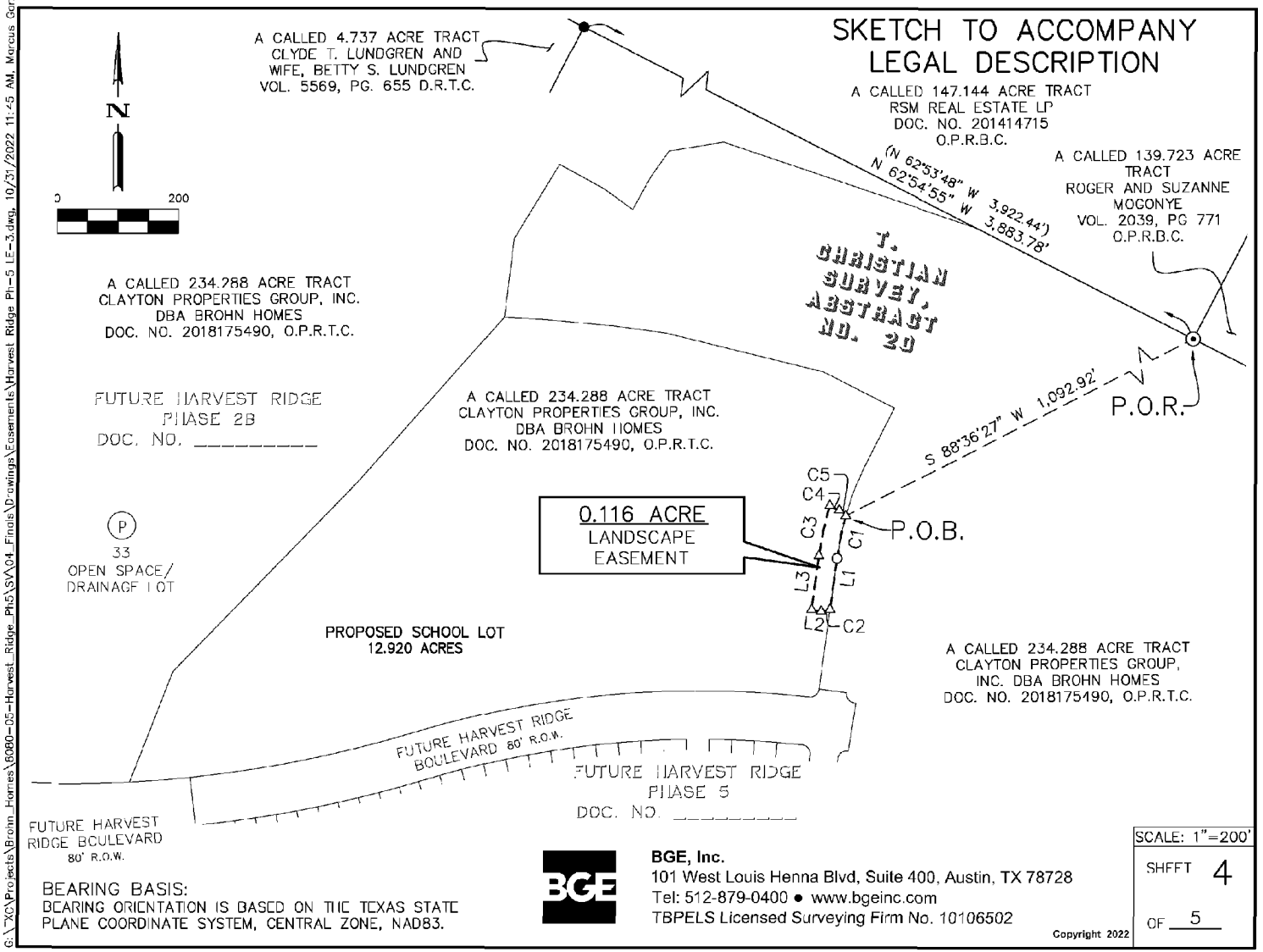

Exhibit "A-3" – 4

{W1203393.4}

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LEGEND

DOC.	DOCUMENT
D.R.T.C.	DEED RECORDS OF TRAVIS COUNTY
ESMT.	EASEMENT
NO.	NUMBER
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
( )	RECORD INFORMATION, DOC. NO. 2018175490 O.P.R.T.C.
●	FOUND 1/2" IRON ROD
⊙	FOUND 1/2" IRON PIPE
O	SET 1/2" IRON ROD W/ "BGE INC" CAP
△	CALCULATED POINT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 07°47'27" W	85.36'
L2	N 82°12'33" W	15.99'
L3	N 07°47'27" E	89.76'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	71.50'	525.00'	7°48'12"	S 11°41'33" W	71.45'
C2	14.92'	24.50'	34°53'18"	S 80°20'48" W	14.69'
C3	85.14'	525.00'	8°47'21"	N 12°11'08" E	85.05'
C4	17.50'	61.58'	16°16'39"	S 63°23'44" E	17.44'
C2	14.61'	18.50'	45°14'31"	S 48°30'11" E	14.23'

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TBPELS Licensed Surveying Firm No. 10106502

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SCALE: 1"=200'

SHEET 5

OF 5

Exhibit "A-3" – 5

{W1203393.4}

EXHIBIT "A-4"

DESCRIPTION OF TRACT 4

EXHIBIT ____

0.105 Acres
Harvest Ridge Phase 5
Landscape Easement

LEGAL DESCRIPTION

FIELD NOTES FOR A 0.105 ACRE TRACT OF LAND IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20, BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 234.288 ACRE TRACT OF LAND AS CONVEYED TO CLAYTON PROPERTIES GROUP, INC., DOING BUSINESS AS BROHN HOMES RECORDED IN DOCUMENT NUMBER 2018175490 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.105 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron pipe found on the northeast line of the above described Clayton Properties Group, Inc. 234.288 acre tract, at the common south corner of a called 139.723 acre tract of land as conveyed to Roger and Suzanne Mogonye by instrument recorded in Volume 2039, Page 771 of the Official Public Records of Bastrop County, Texas, and a called 147.144 acre tract of land as conveyed to RSM Real Estate LP by instrument recorded in Document Number 201414715 of the Official Public Records of Bastrop County, Texas, from which a 1/2-inch iron rod found at the common north corner of said Clayton Properties Group, Inc. 234.288 acre tract, and a called 4.737 acre tract as conveyed to Clyde T. Lundgren and wife, Betty S. Lundgren by instrument recorded in Volume 5569, Page 655 of the Deed Records of Travis County, Texas, bears N 62°54'55" W a distance of 3,883.78 feet;
THENCE, over and across said Clayton Properties Group, Inc. 234.288 acre tract
N 81°30'25" W a distance of 1,024.68 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the northeast corner of a proposed 12.920 acre tract out of said Clayton Properties Group Inc. 234.288 acre tract for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, S 27°05'05" W a distance of 89.84 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract along said curve to the left, an arc length of 59.07 feet, having a radius of 525.00 feet, a central angle of 06°26'48", and a chord which bears S 23°51'41" W, a distance of 59.04 feet to a calculated point on the curving east line of said proposed 12.920 acre tract, at a point of curvature of a curve to the right for the southeast corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, along said curve to the right, an arc length of 32.38 feet, having a radius of 24.50 feet, a central angle of 75°43'10", and a chord which bears N 65°15'44" W, a distance of 30.07 feet to a calculated point of compound curvature;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, along said curve to the right, an arc length of 60.30 feet, having a radius of 555.00 feet, a central angle of 06°13'29", and a chord which bears N 23°58'20" E, a distance of 60.27 feet to a calculated angle point of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, N 27°05'05" E a distance of 89.84 feet to calculated point on the north line of said proposed 12.920 acre tract, for the northwest corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, S 62°54'55" E a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 0.105 acre of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees BGE INC. and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83. A sketch accompanies this description.

11/07/2022
Date

Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Date: November 7, 2022
Project Number: 8080-05

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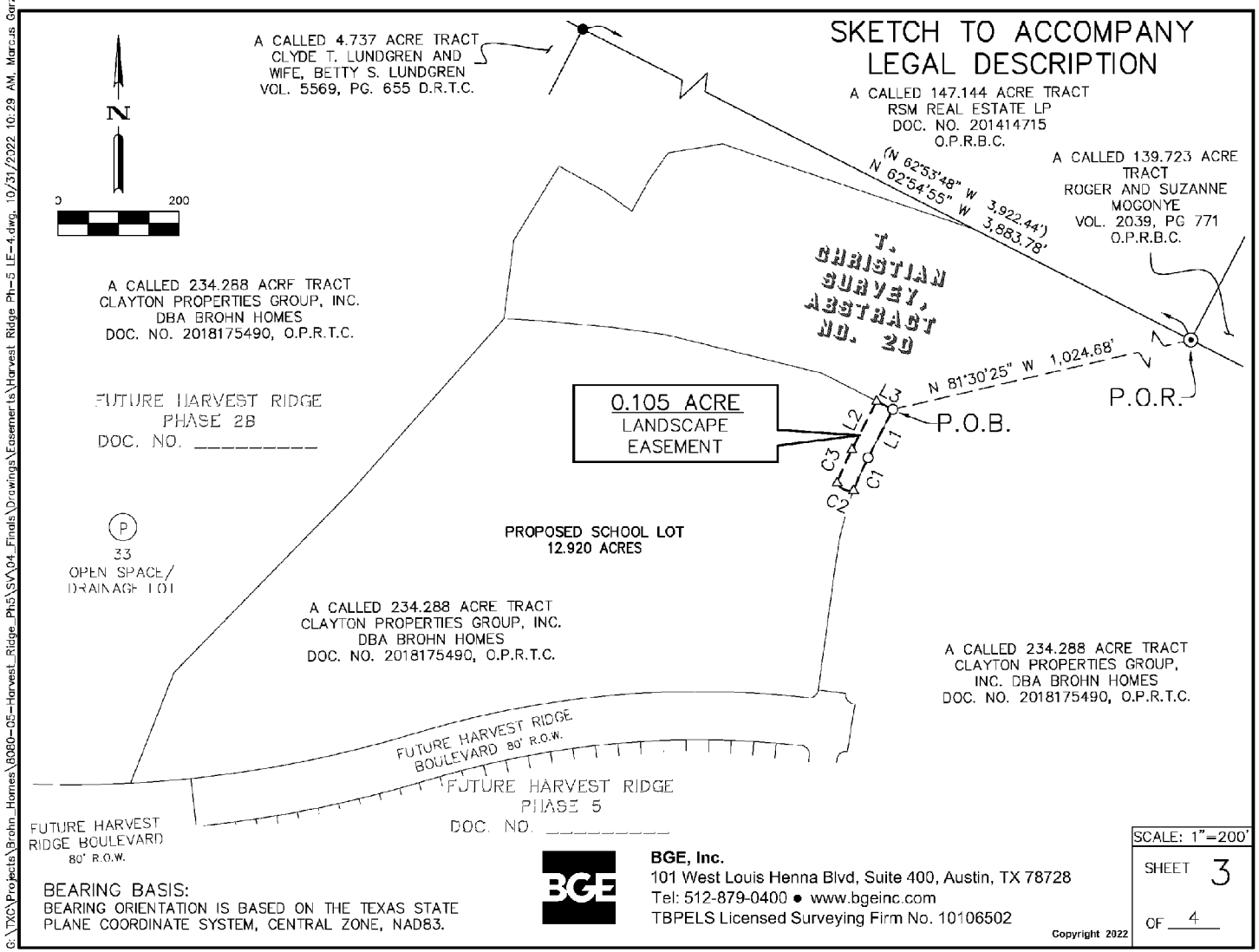

Exhibit "A-4" – 3

{W1203393.4}

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LEGEND

DOC.	DOCUMENT
D.R.T.C.	DEED RECORDS OF TRAVIS COUNTY
ESMT.	EASEMENT
NO.	NUMBER
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
( )	RECORD INFORMATION, DOC. NO. 2018175490 O.P.R.T.C.
●	FOUND 1/2" IRON ROD
⦿	FOUND 1/2" IRON PIPE
O	SET 1/2" IRON ROD W/ "BGE INC" CAP
△	CALCULATED POINT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 27°05'05" W	89.84'
L2	N 27°05'05" E	89.84'
L2	S 62°54'55" E	30.00'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	59.07'	525.00'	6°26'48"	S 23°51'41" W	59.04'
C2	32.38'	24.50'	75°43'10"	N 65°15'44" W	30.07'
C3	60.30'	555.00'	6°13'29"	N 23°58'20" E	60.27'

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502

Copyright 2022

SCALE: 1"=200'

SHEET 4

OF 4

Exhibit "A-4" – 4

{W1203393.4}

EXHIBIT "A-5"

DESCRIPTION OF TRACT 5

EXHIBIT ____

0.321 Acre
Harvest Ridge Phase 5
Aqua Waterline Easement

LEGAL DESCRIPTION

FIELD NOTES FOR A 0.321 ACRE TRACT OF LAND IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20, BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 234.288 ACRE TRACT OF LAND AS CONVEYED TO CLAYTON PROPERTIES GROUP, INC., DOING BUSINESS AS BROHN HOMES RECORDED IN DOCUMENT NUMBER 2018175490 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.321 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron pipe found on the northeast line of the above described Clayton Properties Group, Inc. 234.288 acre tract, at the common south corner of a called 139.723 acre tract of land as conveyed to Roger and Suzanne Mogonye by instrument recorded in Volume 2039, Page 771 of the Official Public Records of Bastrop County, Texas, and a called 147.144 acre tract of land as conveyed to RSM Real Estate LP by instrument recorded in Document Number 201414715 of the Official Public Records of Bastrop County, Texas, from which a 1/2-inch iron rod found at the common north corner of said Clayton Properties Group, Inc. 234.288 acre tract, and a called 4.737 acre tract as conveyed to Clyde T. Lundgren and wife, Betty S. Lundgren by instrument recorded in Volume 5569, Page 655 of the Deed Records of Travis County, Texas, bears N 62°54'55" W a distance of 3,883.78 feet; Thence, over and across said Clayton Properties Group, Inc. 234.288 acre tract S 74°31'31" W a distance of 1,179.97 feet to a calculated point on the curving southeasterly line of a proposed 12.920 acre tract out of said Clayton Properties Group Inc. 234.288 acre tract, for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, with the southerly lines of said proposed 12.920 acre tract the following three (3) courses:

1) Along a curve to the right, an arc distance of 20.47 feet, having a radius of 15.00 feet, a central angle of 78°12'19", and a chord which bears S 57°18'48" W, a distance of 18.92 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of reverse curvature;

2) Along said curve to the left, an arc distance of 658.57 feet, having a radius of 1,620.00 feet, a central angle of 23°17'32", and a chord which bears S 84°46'12" W, a distance of 654.05 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of reverse curvature; and

3) Along said curve to the right, an arc distance of 476.77 feet, having a radius of 1,960.00 feet, a central angle of 13°56'14", and a chord which bears S 80°05'33" W, a distance of 475.60 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southwest corner of said proposed 12.920 acre tract, for the southwest corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, with the west line of said proposed 12.920 acre tract, N 21°26'44" E a distance of 13.18 feet to a calculated point on the west line of said proposed 12.920 acre tract, for the northwest corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, along a curve to the left, an arc distance of 114.22 feet, having a radius of 1,948.00 feet, a central angle of 03°21'34", and a chord which bears N 85°13'17" E, a distance of 114.20 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, N 06°53'58" W a distance of 8.00 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, along a curve to the left, an arc distance of 30.00 feet, having a radius of 1,940.00 feet, a central angle of 00°53'10", and a chord which bears N 83°06'02" E, a distance of 30.00 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, S 06°53'58" E a distance of 8.00 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, 12 feet north of and parallel with the south line of said proposed 12.920 acre tract, along a curve to the left, an arc distance of 324.19 feet, having a radius of 1,948.00 feet, a central angle of 09°32'07", and a chord which bears N 77°53'30" E, a distance of 323.82 feet to a calculated point at a point of reverse curvature;

THENCE, continuing over and across said Clayton Properties Group, Inc. 234.288 acre tract, 12 feet north of and parallel with the south line of said proposed 12.920 acre tract, along said curve to the right, an arc distance of 678.13 feet, having a radius of 1,632.00 feet, a central angle of 23°48'28", and a chord which bears N 85°01'40" E, a distance of 673.27 feet to the **POINT OF BEGINNING** and containing 0.321 acre of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees BGE Inc. under my supervision, and are true and correct to the best of my knowledge. The basis of bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD-83. A sketch accompanies this description.

8/26/2022
Date

Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Date: August 26, 2022
Project Number: 8080-05

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Exhibit "A-5" – 4

{W1203393.4}

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LEGEND

DOC.	DOCUMENT
D.R.T.C.	DEED RECORDS OF TRAVIS COUNTY
ESMT.	EASEMENT
NO.	NUMBER
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
( )	RECORD INFORMATION, DOC. NO. 2018175490 O.P.R.T.C.
●	FOUND 1/2" IRON ROD
⊙	FOUND 1/2" IRON PIPE
○	SET 1/2" IRON ROD W/ "BGE INC" CAP
△	CALCULATED POINT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 21°26'44" E	13.18'
L1	N 06°53'58" W	8.00'
L3	S 06°53'58" E	8.00'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	20.47'	15.00'	78°12'19"	S 57°18'48" W	18.92'
C2	658.57'	1,620.00'	23°17'32"	S 84°46'12" W	654.05'
C3	476.77'	1,960.00'	13°56'14"	S 80°05'33" W	475.60'
C4	114.22'	1,948.00'	3°21'34"	N 85°13'17" E	114.20'
C5	30.00'	1,940.00'	0°53'10"	N 83°06'02" E	30.00'
C6	324.19'	1,948.00'	9°32'07"	N 77°53'30" E	323.82'
C7	678.13'	1,632.00'	23°48'28"	N 85°01'40" E	673.27'

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502

Copyright 2022

SCALE: 1"=200'

SHEET 5

OF 5

Exhibit "A-5" – 5

{W1203393.4}

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS
KRISTA BARTSCH, County Clerk
Bastrop Texas
May 25, 2023 04:09:56 PM
FEE: $94.00
EASEMENT
202307985

LANDSCAPE EASEMENT AGREEMENT
[HARVEST RIDGE SUBDIVISION SECTION TWO]

This Landscape Easement Agreement [Harvest Ridge Subdivision Section Two] (this "**Agreement**"), is made by and between **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Grantor**"), and **HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.**, a Texas non-profit corporation ("**Grantee**"), and is as follows:

RECITALS

A. Grantor is the developer of certain real property located in Travis and Bastrop Counties, Texas, subject to that certain Master Covenant for Harvest Ridge, recorded October 21, 2022 as Document No. 202222289, Official Public Records of Bastrop County, Texas, and Document No. 2022170416, Official Public Records of Travis County, Texas (as amended from time to time, the "**Master Covenant**").

B. Grantor has installed and/or may install or cause to be installed on the portions of the real property described on Exhibit "A" attached hereto and incorporated herein for all purposes (collectively, the "**Easement Tract**") certain turf, landscaping and related irrigation facilities (collectively, the "**Improvements**").

C. Grantor, as the current "Declarant" under the Master Covenant, desires to designate the Easement Tract and the Improvements as "Common Area" in accordance with the terms and provisions of the Master Covenant and this Agreement.

D. Grantee is obligated to maintain Common Area in accordance with the terms and provisions of the Master Covenant.

NOW, THEREFORE, for and in consideration the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement**. Grantor hereby GRANTS, SELLS and CONVEYS to Grantee a non-exclusive easement (the "**Easement**") upon, over, through and across the Easement Tract for the purposes and subject to the provisions set forth herein, TO HAVE AND TO HOLD the Easement perpetually unto Grantee, its successors and assigns, and Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement unto Grantee, its successors and assigns, or any beneficiary hereunder, against every person whomsoever lawfully claiming or to claim the same by, through, or under Grantor, but not otherwise; subject to (i) the matters and reservations set forth herein, and (ii) any and all easements, covenants, rights-of-way, conditions, restrictions, liens, and mineral reservations, if

any, relating to the Easement Tract to the extent, and only to the extent, the same may still be in force and effect and shown of record in the Office of the County Clerk of Bastrop County, Texas, or apparent on the Easement Tract.

2. **Purpose of Easement**. The Easement granted hereby is for the purpose of installing, maintaining, mowing, operating, repairing, removing, replacing and upgrading the Improvements upon, over, under and across the Easement Tract, together with the right of vehicular and pedestrian ingress and egress over, along and across the Easement Tract for the purpose of constructing, maintaining, operating, repairing, removing, replacing and upgrading the Improvements.

3. **Rights Reserved**. The Easement, rights and privileges granted herein are non-exclusive and each of Grantor reserves unto it and its successors and assigns the right to use and to grant easements in, under, along and over, and enter upon and use all or any portion of the Easement Tract for any purpose, but in no event shall Grantor use the Easement Tract in any manner which interferes in any material way with the Easement hereby granted.

4. **Maintenance**. Grantee may, at the election of the Board (as defined in the Master Covenant), but shall not be obligated to, maintain the Easement Tract, or portions thereof, and the Improvements, or portions thereof. With respect to the portions of the Easement Tract and/or the Improvements that Grantee elects to maintain: (i) Assessments shall be levied against all Assessment Units (as defined in the Master Covenant) in accordance with the terms and provisions of the Master Covenant to fund such maintenance; and (ii) Grantor, as "Declarant" under the Master Covenant, hereby designates the such portions of the Easement Tract and/or the Improvements as "Common Area" in accordance with the terms and provisions of the Master Covenant. Grantee agrees to comply at all times and at its sole cost with all applicable federal, state and local laws, rules, regulations and safety standards in connection with Grantee's activities hereunder, including, without limitation, installation, use, operation, maintenance, repair, removal, replacement, and upgrade of the Improvements (collectively, the "**Maintenance Obligations**").

5. **Indemnification**. Grantee shall indemnify and hold harmless Grantor from and against any and all mechanics', materialmen's or other liens or claims (and all costs and expenses associated therewith) arising out of the Maintenance Obligations. Grantee will not create or permit to be created or remain, and will discharge, at Grantee's sole cost and expense, any and all liens, encumbrances or charges levied on account of any builder's, supplier's, mechanic's, laborer's, materialmen's or similar lien which might become a lien, encumbrance or charge upon the Easement Tract with respect to any work or services performed or material furnished by or at the direction of Grantee. If any such liens, encumbrances or charges shall at any time be filed against the Easement Tract or any other property of Grantor by reason of work or services performed or material furnished by or at the direction of Grantee, then Grantee within thirty (30) days after the filing thereof will cause the same to be fully discharged and released of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

6. **Breach Shall Not Permit Termination**. Notwithstanding anything to the contrary contained herein, no breach of this Agreement shall entitle Grantor or the owner of any portion of the Easement Tract to cancel, rescind or otherwise terminate this Agreement.

7. **No Representations or Warranties**. GRANTOR HAS EXECUTED AND DELIVERED THIS AGREEMENT, AND GRANTEE HAS RECEIVED AND ACCEPTED THIS AGREEMENT AND THE EASEMENT TRACT AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT SOLELY THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN; IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND

ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO: (I) THE CONDITION OF THE EASEMENT TRACT OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE EASEMENT TRACT OR WHICH AFFECT THE EASEMENT TRACT; (III) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE EASEMENT TRACT WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENT POTENTIAL, OR OTHERWISE; (IV) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, OR AMOUNT OF THE EASEMENT TRACT; (V) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE EASEMENT TRACT; (VI) ANY ENVIRONMENTAL, GEOLOGICAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY PORTION OF THE EASEMENT TRACT; AND (VII) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER, EXCEPT SOLELY THE SPECIAL WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

8. **General Provisions**.

(a) Inurement. This Agreement and the restrictions created hereby are binding upon the owners of all or any portion of the Easement Tract.

(b) Amendment or Cancellation. This Agreement may be amended or terminated by recording, in the Official Public Records of Bastrop County, Texas, an instrument executed and acknowledged by Grantor and Grantee.

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

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

(e) Enforcement. Grantee, acting alone, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, and covenants imposed by the provisions of this Agreement. Notwithstanding any provision in this Agreement to the contrary, each party hereto may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Agreement without the consent of the other party hereto; provided, assignor provides notice of the assignment to the other party hereto, its successors and assigns, and files such assignment for public record.

[SIGNATURE PAGES FOLLOW]

EXECUTED to be effective on the date this Agreement is recorded in the Official Public Records of Bastrop County, Texas.

GRANTOR:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business in Texas
as **BROHN HOMES**

By: _____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 18th day of May, 2023, by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

_____
Notary Public Signature

(seal)

JENNIFER MUTH
Notary Public, State of Texas
Comm. Expires 02-23-2027
Notary ID 126016728

GRANTEE:

HARVEST RIDGE RESIDENTIAL COMMUNITY, INC., a Texas nonprofit corporation

By: _____
Tyler Gatewood, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 18 day of May, 2023, by Tyler Gatewood, President of Harvest Ridge Residential Community, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

_____
Notary Public Signature

(seal)

JENNIFER MUTH
Notary Public, State of Texas
Comm. Expires 02-23-2027
Notary ID 126016728

EXHIBIT "A"

DESCRIPTION OF EASEMENT TRACTS

Tract 1: A 0.149 acre tract of land in the T. Christian Survey, Abstract No. 20, Bastrop County, Texas; being a portion of Lots 33-51, Block G of Harvest Ridge Subdivision Section Two as recorded in Cabinet 7, Pages 230B-233A of the Plat Records of Bastrop County, Texas, as conveyed to Clayton Properties Group, Inc., doing business as Brohn Homes by Special Warranty Deed recorded in Document No. 201807699 and by Special Warranty Deed recorded in Document No. 201903261, both of the Official Public Records of Bastrop County, Texas; said 0.0149 acre tract being more particularly described by metes and bounds on Exhibit "A-1" attached hereto.

Tract 2: A 0.062 acre tract of land in the T. Christian Survey, Abstract No. 20, Bastrop County, Texas; being a portion of Lots 25-32, Block G of Harvest Ridge Subdivision Section Two as recorded in Cabinet 7, Pages 230B-233A of the Plat Records of Bastrop County, Texas, as conveyed to Clayton Properties Group, Inc., doing business as Brohn Homes by Special Warranty Deed recorded in Document No. 201807699 and by Special Warranty Deed recorded in Document No. 201903261, both of the Official Public Records of Bastrop County, Texas; said 0.062 acre tract being more particularly described by metes and bounds on Exhibit "A-2" attached hereto.

EXHIBIT "A-1"

DESCRIPTION OF TRACT 1

EXHIBIT ___

Harvest Ridge Subdivision Section Two
0.149 acre Landscape Easement

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 0.149 ACRE TRACT OF LAND OUT OF THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20, BASTROP COUNTY, TEXAS; BEING A PORTION OF LOTS 33-51, BLOCK G OF HARVEST RIDGE SUBDIVISION SECTION TWO AS RECORDED IN CABINET 7, PAGES 230B-233A OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, AS CONVEYED TO CLAYTON PROPERTIES GROUP, INC., DBA BROHN HOMES BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201807699 AND BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201903261, BOTH OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.149 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for **POINT OF REFERENCE** at a 1/2-inch iron rod with cap stamped "BGE Inc" set on the east right-of-way line of Heritage Mill Trail (46 feet wide) as dedicated by the plat of HARVEST RIDGE SUBDIVISION SECTION ONE as recorded in Cabinet 7, Pages 156B-158A of the Plat Records of Bastrop County, Texas, at the northwest corner of Lot 51, Block G, and at the southwest corner of Lot 1, Block G, both of the above described HARVEST RIDGE SUBDIVISION SECTION TWO; Thence, with the east right-of-way line of said Heritage Mill Trail and the west line of said Block G, S 02°35'55" W a distance of 133.00 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing the east right-of-way line of said Heritage Mill Trail, over and across said Block G, the following five (5) courses:

1) Along a curve to the left, an arc distance of 190.81 feet, having a radius of 1,299.00 feet, a central angle of 08°24'58" and a chord which bears N 87°57'27" E a distance of 190.64 feet to a calculated point of tangency;

2) N 83°44'58" E a distance of 287.90 feet to a calculated angle point;

3) N 81°32'30" E a distance of 9.31 feet to a calculated angle point;

4) N 75°41'50" E a distance of 36.63 feet to a calculated point of curvature of a curve to the right; and

5) Along said curve to the right, an arc distance of 170.36 feet, having a radius of 1,562.00 feet, a central angle of 06°14'56" and a chord which bears N 78°49'18" E a distance of 170.27 feet to a calculated point on the east line of Lot 33, Block G and the west line of Lot 16, Block G, both of said HARVEST RIDGE SUBDIVISION SECTION TWO for the northeast corner of the herein described tract, from which a found 1/2-inch iron rod with cap stamped "BGE Inc" at the northeast corner of said Lot 33 bears N 06°15'02" E a distance of 112.88 feet;

THENCE, with the east line of said Lot 33 and the west line of said Lot 16, S 06°15'02" E a distance of 5.27 feet to a calculated point on the north line of a variable width water line easement as shown on said plat of Harvest Ridge Subdivision Section Two, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "BGE Inc" found on the north right-of-way line of Harvest Ridge Boulevard (width varies) as dedicated by said HARVEST RIDGE SUBDIVISION SECTION ONE, at the common south corner of said Lots 33 and 16, bears S 06°15'02" E a distance of 16.74 feet;

THENCE, over and across said Block G, with the north lines of said water line easement the following forty-one (41) courses:

1) S 83°30'53" W a distance of 4.66 feet to a calculated point for corner;

2) S 06°29'07" E a distance of 4.87 feet to a calculated point at the beginning of a non-tangent curve to the left;

3) Along said curve to the left, an arc distance of 60.45 feet, having a radius of 1,552.00 feet, a central angle of 02°13'53" and a chord which bears S 80°38'50" W a distance of 60.44 feet to a calculated point for corner;

4) N 06°05'08" W a distance of 4.41 feet to a calculated point for corner;

5) S 83°54'52" W a distance of 10.00 feet to a calculated point for corner;

6) S 06°05'08" E a distance of 5.20 feet to a calculated point for the beginning of a non-tangent curve to the left;

7) Along said curve to the left, an arc distance of 60.30 feet, having a radius of 1,552.00 feet, a central angle of 02°13'34" and a chord which bears S 78°02'53" W a distance of 60.30 feet to a calculated point for corner;

8) N 06°01'44" W a distance of 4.14 feet to a calculated point for corner;

9) S 83°58'16" W a distance of 10.00 feet to a calculated point for corner;

10) S 06°01'44" E a distance of 5.41 feet to a calculated point for the beginning of a non-tangent curve to the left;

11) Along said curve to the left, an arc distance of 23.45 feet, having a radius of 1,552.00 feet, a central angle of 00°51'57" and a chord which bears S 76°07'48" W a distance of 23.45 feet to a calculated point of tangency;

12) S 75°41'50" W a distance of 37.14 feet to a calculated point for corner;

13) N 05°46'42" W a distance of 4.37 feet to a calculated point for corner;

14) S 84°13'18" W a distance of 10.00 feet to a calculated point for corner;

15) S 05°46'42" E a distance of 4.83 feet to a calculated point for corner;

16) S 83°44'58" W a distance of 59.98 feet to a calculated point for corner;

17) N 05°48'02" W a distance of 4.76 feet to a calculated point for corner;

18) S 84°11'58" W a distance of 10.00 feet to a calculated point for corner;

19) S 05°48'02" E a distance of 4.84 feet to a calculated point for corner;

20) S 83°44'58" W a distance of 60.00 feet to a calculated point for corner;

21) N 06°12'32" W a distance of 4.80 feet to a calculated point for corner;

22) S 83°47'28" W a distance of 10.00 feet to a calculated point for corner;

23) S 06°12'32" E a distance of 4.80 feet to a calculated point for corner;

24) S 83°44'58" W a distance of 60.00 feet to a calculated point for corner;

25) N 05°58'36" W a distance of 4.77 feet to a calculated point for corner;

26) S 84°01'24" W a distance of 10.00 feet to a calculated point for corner;

27) S 05°58'36" E a distance of 4.82 feet to a calculated point for corner;

28) S 83°44'58" W a distance of 60.02 feet to a calculated point for corner;

29) N 05°46'16" W a distance of 4.75 feet to a calculated point for corner;

30) S 84°13'44" W a distance of 10.00 feet to a calculated point for corner;

31) S 05°46'16" E a distance of 4.84 feet to a calculated point for corner;

32) S 83°44'58" W a distance of 8.09 feet to a calculated point of curvature of a curve to the right;

33) Along said curve to the right, an arc distance of 57.28 feet, having a radius of 1,309.00 feet, a central angle of 02°30'27" and a chord which bears S 85°00'11" W a distance of 57.28 feet to a calculated point for corner;

34) N 03°06'15" W a distance of 4.75 feet to a calculated point for corner;

35) S 86°53'45" W a distance of 10.00 feet to a calculated point for corner;

36) S 03°06'15" E a distance of 4.82 feet to a calculated point for the beginning of a non-tangent curve to the right;

37) Along said curve to the right, an arc distance of 66.61 feet, having a radius of 1,309.00 feet, a central angle of 02°54'57" and a chord which bears S 88°09'09" W a distance of 66.61 feet to a calculated point for corner;

38) N 00°13'28" W a distance of 4.79 feet to a calculated point for corner;

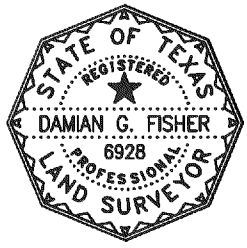
39) S 89°46'32" W a distance of 10.00 feet to a calculated point for corner;

40) S 00°13'28" E a distance of 4.78 feet to a calculated point for the beginning of a non-tangent curve to the right; and

41) Along said curve to the right, an arc distance of 48.45 feet, having a radius of 1,309.00 feet, a central angle of 02°07'15" and a chord which bears N 88°53'30" W a distance of 48.45 feet to a calculated point on the east right-of-way line of said Heritage Mill Trail for the southwest corner of the herein described tract, from which a found 1/2-inch iron rod with cap stamped "BGE Inc" bears S 02°35'55" W a distance of 24.07 feet;

THENCE, with the east right-of-way line of said Heritage Mill Trail, N 02°35'55" E a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 0.149 acre (6,506 square feet) of land, more or less.

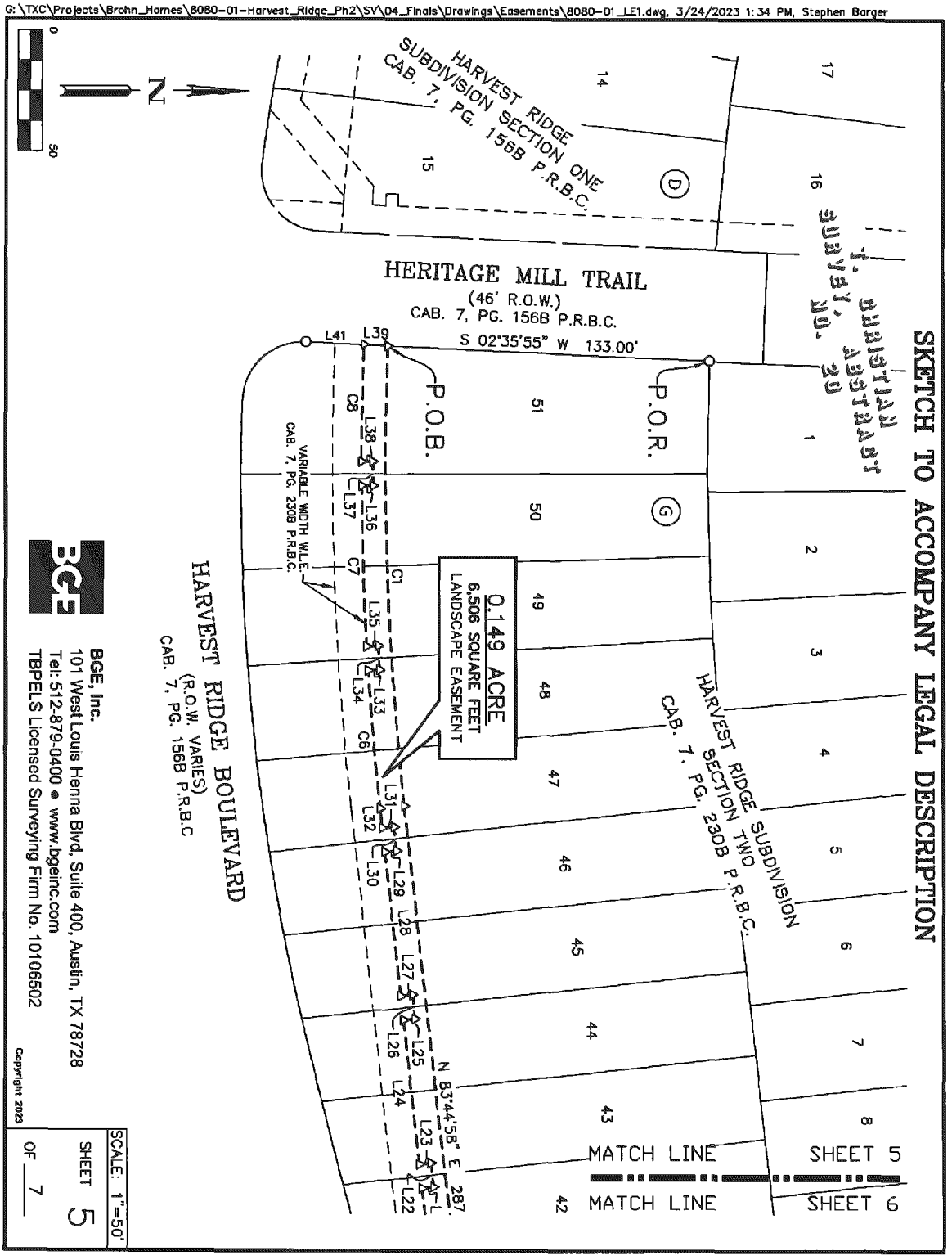
I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on December 30, 2022 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203.



03/24/2023
Date

Damian G. Fisher RPLS No. 6928
BGE, Inc.
101 West Louis Henna Blvd, Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

Client: Brohn Homes
Date: March 24, 2023
Job No: 10668-00


G:\TXC\Projects\Brohn_Homes\8080-01-Harvest_Ridge_Ph2\SV\04_Finals\Drawings\Easements\8080-01_LE1.dwg, 3/24/2023 1:34 PM, Stephen Barger
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
0
50
N
HARVEST RIDGE SUBDIVISION SECTION ONE CAB. 7, PG. 156B P.R.B.C.
J. BURTON SURVEY, NO. 20
HERITAGE MILL TRAIL
(46' R.O.W.)
CAB. 7, PG. 156B P.R.B.C.
S 02°35'55" W 133.00'
P.O.B.
P.O.R.
0.149 ACRE
6,506 SQUARE FEET
LANDSCAPE EASEMENT
VARIABLE WIDTH W.L.E.
CAB. 7, PG. 230B P.R.B.C.
HARVEST RIDGE SUBDIVISION SECTION TWO CAB. 7, PG. 230B P.R.B.C.
HARVEST RIDGE BOULEVARD
(R.O.W. VARIES)
CAB. 7, PG. 156B P.R.B.C
N 83°44'58" E 287.
MATCH LINE
SHEET 5
MATCH LINE
SHEET 6
BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502
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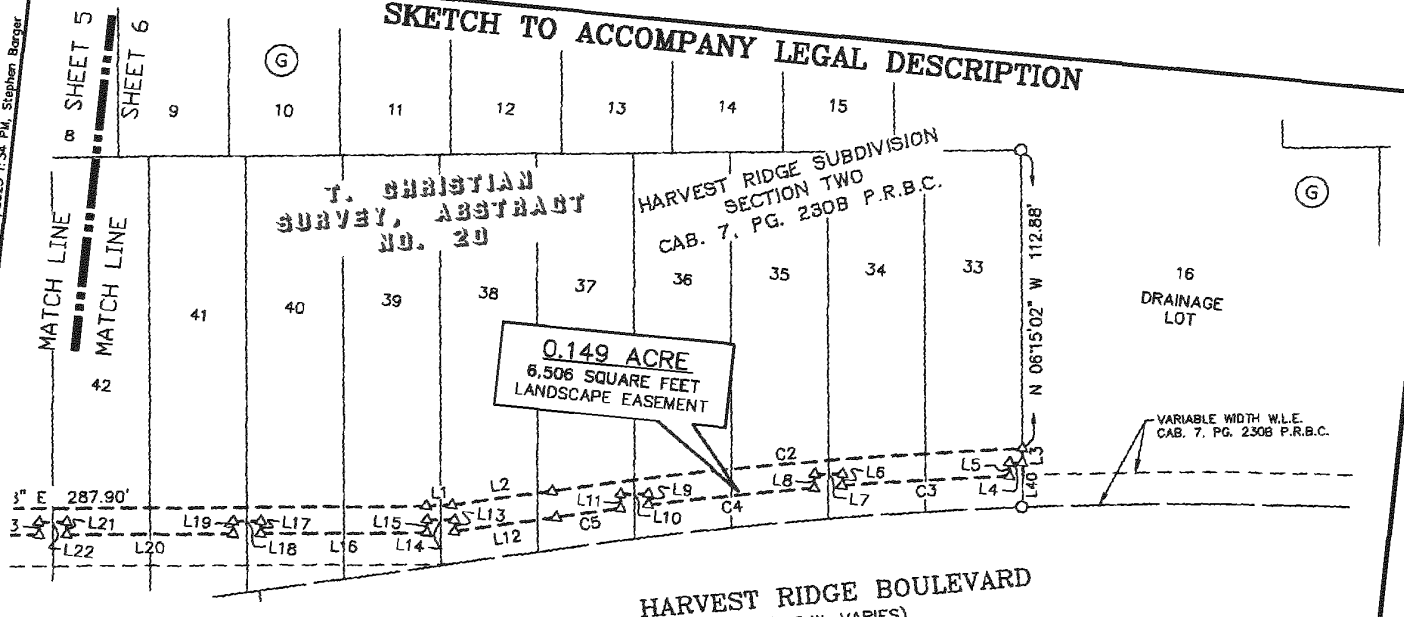
SCALE: 1"=50'
SHEET 5
OF 7

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

CAB.	CABINET
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.R.B.C.	PLAT RECORDS OF BASTROP COUNTY
R.O.W.	RIGHT-OF-WAY
W.L.E.	WATER LINE EASEMENT
○	SET 1/2" IRON ROD W/CAP "BGE INC"
△	CALCULATED POINT

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE 4203.
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

N

0 50

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502

SCALE: 1"=50'
SHEET 6 OF 7

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G:\TXC\Projects\Brohn_Homes\8080-01-Harvest_Ridge_Ph2\SV\04_Finals\Drawings\Easements\8080-01_LE1.dwg, 3/24/2023 1:34 PM, Stephen Barger

Exhibit "A-1" – 6

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	190.81'	1,299.00'	8°24'58"	N 87°57'27" E	190.64'
C2	170.36'	1,562.00'	6°14'56"	N 78°49'18" E	170.27'
C3	60.45'	1,552.00'	2°13'53"	S 80°38'50" W	60.44'
C4	60.30'	1,552.00'	2°13'34"	S 78°02'53" W	60.30'
C5	23.45'	1,552.00'	0°51'57"	S 76°07'48" W	23.45'
C6	57.28'	1,309.00'	2°30'27"	S 85°00'11" W	57.28'
C7	66.61'	1,309.00'	2°54'57"	S 88°09'09" W	66.61'
C8	48.45'	1,309.00'	2°07'15"	N 88°53'30" W	48.45'

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE
L1	N 81°32'30" E	9.31'	L12	S 75°41'50" W	37.14'	L23	S 06°12'32" E	4.80'	L34	S 86°53'45" W	10.00'
L2	N 75°41'50" E	36.63'	L13	N 05°46'42" W	4.37'	L24	S 83°44'58" W	60.00'	L35	S 03°06'15" E	4.82'
L3	S 06°15'02" E	5.27'	L14	S 84°13'18" W	10.00'	L25	N 05°58'36" W	4.77'	L36	N 00°13'28" W	4.79'
L4	S 83°30'53" W	4.66'	L15	S 05°46'42" E	4.83'	L26	S 84°01'24" W	10.00'	L37	S 89°46'32" W	10.00'
L5	S 06°29'07" E	4.87'	L1	S 83°44'58" W	59.98'	L27	S 05°58'36" E	4.82'	L38	S 00°13'28" E	4.78'
L6	N 06°05'08" W	4.41'	L17	N 05°48'02" W	4.76'	L28	S 83°44'58" W	60.02'	L39	N 02°35'55" E	10.00'
L7	S 83°54'52" W	10.00'	L18	S 84°11'58" W	10.00'	L29	N 05°46'16" W	4.75'	L40	S 06°15'02" E	16.74'
L8	S 06°05'08" E	5.20'	L19	S 05°48'02" E	4.84'	L30	S 84°13'44" W	10.00'	L41	S 02°35'55" W	24.07'
L9	N 06°01'44" W	4.14'	L20	S 83°44'58" W	60.00'	L31	S 05°46'16" E	4.84'			
L10	S 83°58'16" W	10.00'	L21	N 06°12'32" W	4.80'	L30	S 83°44'58" W	8.09'			
L11	S 06°01'44" E	5.41'	L22	S 83°47'28" W	10.00'	L33	N 03°06'15" W	4.75'			

REVISED 03/27/2022:
ADDED LINE/CURVE TABLES

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502

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SCALE: ~

SHEET 7

OF 7

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Exhibit "A-1" – 7

{W1222701.1}

EXHIBIT "A-2"

DESCRIPTION OF TRACT 2

EXHIBIT ___

Harvest Ridge Subdivision Section Two
0.062 acre Landscape Easement

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 0.062 ACRE TRACT OF LAND OUT OF THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20, BASTROP COUNTY, TEXAS; BEING A PORTION OF LOTS 25-32, BLOCK G OF HARVEST RIDGE SUBDIVISION SECTION TWO AS RECORDED IN CABINET 7, PAGES 230B-233A OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, AS CONVEYED TO CLAYTON PROPERTIES GROUP, INC., DBA BROHN HOMES BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201807699 AND BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 201903261, BOTH OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.062 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for **POINT OF REFERENCE** at a 1/2-inch iron rod with cap stamped "BGE Inc" set on the west right-of-way line of Barley Lane (46 feet wide) as dedicated by said plat of HARVEST RIDGE SUBDIVISION SECTION TWO, at the northeast corner of Lot 25, Block G and at the southeast corner of Lot 24, Block G, both of the above described HARVEST RIDGE SUBDIVISION SECTION TWO; Thence, with the west right-of-way line of said Barley Lane and the east line of said Block G, along a curve to the right, an arc distance of 101.63 feet, having a radius of 275.00 feet, a central angle of 21°10'30" and a chord which bears S 02°19'37" E a distance of 101.06 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at a point of tangency; Thence, continuing with the west right-of-way line of said Barley Lane and the east line of said Block G, S 08°15'38" W a distance of 57.14 feet to a calculated point for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing with the west right-of-way line of said Barley Lane and the east line of said Block G, S 08°15'38" W a distance of 7.30 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the point of curvature of a curve to the right;

THENCE, continuing with the west right-of-way line of said Barley Lane and the east line of said Block G, along said curve to the right, an arc distance of 2.72 feet, having a radius of 15.00 feet, a central angle of 10°22'33" and a chord which bears S 13°26'54" W a distance of 2.71 feet to a calculated point on the north line of a variable width water line easement as shown on said plat of HARVEST RIDGE SUBDIVISION SECTION TWO, at the beginning of a non-tangent curve to the left, for the southeast corner of the herein described tract;

THENCE, departing the west right-of-way line of said Barley Lane, over and across said Block G, with the north lines of said water line easement the following seventeen (17) courses:

1) Along said curve to the left, an arc distance of 36.34 feet, having a radius of 1,552.00 feet, a central angle of 01°20'29" and a chord which bears N 83°18'01" W a distance of 36.34 feet to a calculated point for corner;

2) N 05°43'03" W a distance of 5.79 feet to a calculated point for corner;

3) S 84°16'57" W a distance of 10.00 feet to a calculated point for corner;

4) S 05°43'03" E a distance of 3.74 feet to a calculated point at the beginning of a non-tangent curve to the left;

5) Along said curve to the left, an arc distance of 61.11 feet, having a radius of 1,552.00 feet, a central angle of 02°15'21" and a chord which bears N 85°28'33" W a distance of 61.10 feet to a calculated point for corner;

6) N 05°11'28" W a distance of 5.55 feet to a calculated point for corner;

7) S 84°48'32" W a distance of 10.00 feet to a calculated point for corner;

8) S 05°11'28" E a distance of 4.07 feet to a calculated point at the beginning of a non-tangent curve to the left;

9) Along said curve to the left, an arc distance of 60.64 feet, having a radius of 1,552.00 feet, a central angle of 02°14'19" and a chord which bears N 88°05'46" W a distance of 60.64 feet to a calculated point for corner;

10) N 05°27'54" W a distance of 5.34 feet to a calculated point for corner;

11) S 84°32'06" W a distance of 10.00 feet to a calculated point for corner;

12) S 05°27'54" E a distance of 4.28 feet to a calculated point at the beginning of a non-tangent curve to the left;

13) Along said curve to the left, an arc distance of 60.30 feet, having a radius of 1,552.00 feet, a central angle of 02°13'34" and a chord which bears S 89°18'01" W a distance of 60.29 feet to a calculated point for corner;

14) N 05°24'11" W a distance of 5.10 feet to a calculated point for corner;

15) S 84°35'49" W a distance of 10.00 feet to a calculated point for corner;

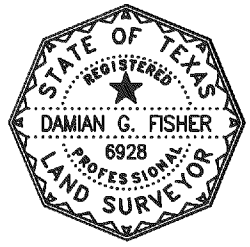
16) S 05°24'11" E a distance of 4.51 feet to a calculated point at the beginning of a non-tangent curve to the left; and

17) Along said curve to the left, an arc distance of 30.07 feet, having a radius of 1,552.00 feet, a central angle of 01°06'36" and a chord which bears S 87°15'45" W a distance of 30.07 feet to a calculated point for the southwest corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "BGE Inc" set on the north right-of-way line of Harvest Ridge Boulevard (width varies) as dedicated by said HARVEST RIDGE SUBDIVISION SECTION TWO, at the common south corner of said Lots 16 and 32, bears S 06°15'02" E a distance of 12.02 feet;

THENCE, departing the north line of said water line easement with the west line of said Lot 32 and the east line of said Lot 16, N 06°15'02" W a distance of 10.01 feet to a calculated point at the beginning of a non-tangent curve to the right, for the northwest corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "BGE Inc" found at the common north corner of said Lots 16 and 32, bears N 06°15'02" W a distance of 114.16 feet;

THENCE, over and across said Block G, along said curve to the right, an arc distance of 291.61 feet, having a radius of 1,562.00 feet, a central angle of 10°41'48" and a chord which bears S 87°57'48" E a distance of 291.19 feet to the **POINT OF BEGINNING** and containing 0.062 acre (2,712 square feet) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on December 30, 2022 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203.

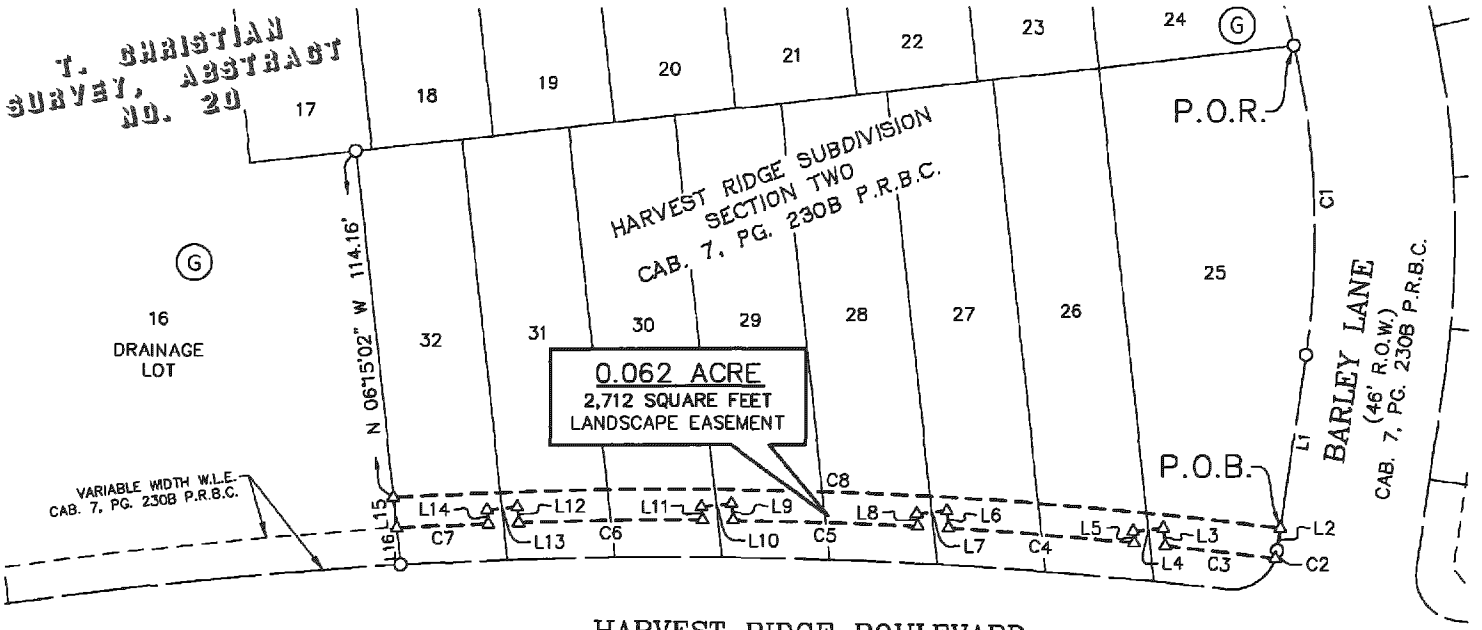


03/24/2023
Date

Damian G. Fisher RPLS No. 6928
BGE, Inc.
101 West Louis Henna Blvd, Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

Client: Brohn Homes
Date: March 24, 2023
Job No: 10668-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



HARVEST RIDGE BOULEVARD

(R.O.W. VARIES)
CAB. 7, PG. 230B P.R.B.C.

LEGEND

CAB.	CABINET
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.R.B.C.	PLAT RECORDS OF BASTROP COUNTY
R.O.W.	RIGHT-OF-WAY
W.L.E.	WATER LINE EASEMENT
O	SET 1/2" IRON ROD W/CAP "BGE INC"
Δ	CALCULATED POINT

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE 4203.
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

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SHEET 4 OF 5

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Exhibit "A-2" - 4

{W1222701.1}

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	101.63'	275.00'	21°10'30"	S 02°19'37" E	101.06'
C2	2.72'	15.00'	10°22'33"	S 13°26'54" W	2.71'
C3	36.34'	1,552.00'	1°20'29"	N 83°18'01" W	36.34'
C4	61.11'	1,552.00'	2°15'21"	N 85°28'33" W	61.10'
C5	60.64'	1,552.00'	2°14'19"	N 88°05'46" W	60.64'
C6	60.30'	1,552.00'	2°13'34"	S 89°18'01" W	60.29'
C7	30.07'	1,552.00'	1°06'36"	S 87°15'45" W	30.07'
C8	291.61'	1,562.00'	10°41'48"	S 87°57'48" E	291.19'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 08°15'38" W	57.14'
L2	S 08°15'38" W	7.30'
L3	N 05°43'03" W	5.79'
L4	S 84°16'57" W	10.00'
L3	S 05°43'03" E	3.74'
L6	N 05°11'28" W	5.55'
L7	S 84°48'32" W	10.00'
L8	S 05°11'28" E	4.07'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L9	N 05°27'54" W	5.34'
L10	S 84°32'06" W	10.00'
L11	S 05°27'54" E	4.28'
L12	N 05°24'11" W	5.10'
L13	S 84°35'49" W	10.00'
L14	S 05°24'11" E	4.51'
L15	N 06°15'02" W	10.01'
L16	S 06°15'02" E	12.02'

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SCALE: ~

SHEET 5

OF 5

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Exhibit "A-2" – 5

{W1222701.1}

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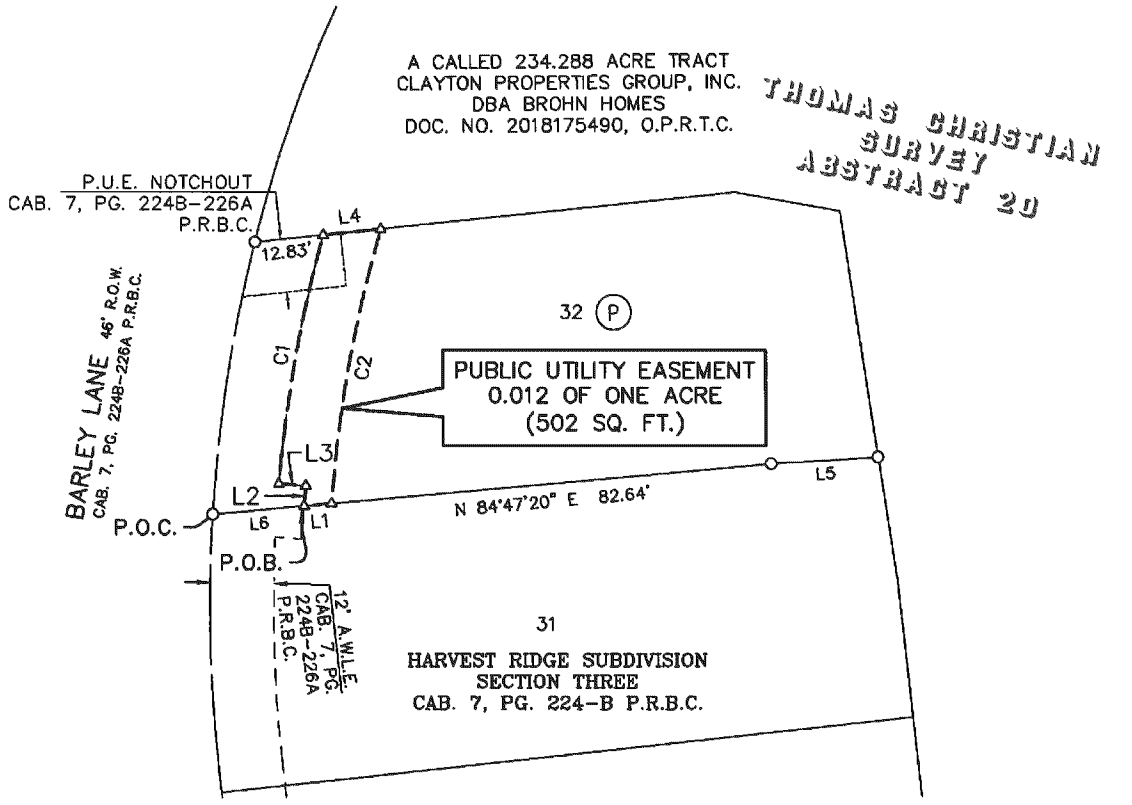
EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C	POINT OF COMMENCING
P.R.B.C.	PLAT RECORDS OF BASTROP COUNTY
P.U.E.	PUBLIC UTILITY EASEMENT
W.L.E.	WATER LINE EASEMENT
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
O	SET 1/2" IRON ROD W/ BGE INC CAP
Δ	CALCULATED POINT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 84°47'20" W	5.06'
L2	N 04°31'55" E	3.79'
L3	N 85°28'15" W	5.00'
L4	N 84°01'05" E	10.76'
L5	N 86°25'29" E	19.99'
L6	N 84°47'20" E	17.23'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	47.49'	267.00'	10°11'24"	N 10°06'57" E	47.42'
C2	52.45'	257.00'	11°41'32"	S 10°13'55" W	52.35'



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BEARING BASIS

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE 4203.

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Tel: 210-581-3600 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10194490

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SHEET 3

OF 3

EXHIBIT ___

EXHIBIT "A-3" Harvest Ridge Subdivision Section Three
0.005 of one Acre
Description of Tract Three Public Utility Easement

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 0.005 OF ONE ACRE (200 SQUARE FEET) TRACT OF LAND IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 20, BASTROP COUNTY, TEXAS; BEING OUT OF LOT 24, BLOCK "P", HARVEST RIDGE SUBDIVISION SECTION THREE AS RECORDED IN CABINET 7, PAGES 224B-226A OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, AS CONVEYED TO CLAYTON PROPERTIES GROUP, INC., DBA BROHN HOMES BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018175490 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS; SAID 0.005 OF ONE ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with cap stamped "BGE INC" set on the east right-of-way line of Barley Lane (R.O.W, ~ 46') as shown on said plat of Harvest Ridge Subdivision Section Three at the common corner of said Lot 24 and Lot 23, said Block "P", THENCE, N 83° 44' 58" E, departing said right-of-way line, coincident with the common line of Lot 24 and said Lot 23, a distance of 12.00 feet to a calculated point for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, N 06° 15' 02" W, departing said common line, over and across Lot 24, a distance of 20.00 feet to a calculated point on the common line of Lot 24 and Lot 25, said Block "P" for the northwest corner of the herein described tract, from which a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of Lot 24 and said Lot 25 bears S 83° 44' 58" W, a distance of 12.00 feet;

THENCE, N 83° 44' 58" E, coincident with said common line, a distance of 10.00 feet to a calculated point for the northeast corner of the herein described tract;

THENCE, S 06° 15' 02" E, departing said common line, over and across Lot 24, a distance of 20.00 feet to a calculated point on the common line of Lot 24 and the aforementioned Lot 23 for the southeast corner of the herein described tract;

THENCE, S 83° 44' 58" W, coincident with said common line, a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 0.005 of one acre (200 Sq. Ft.) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE Inc. on October 30, 2022 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. An exhibit plat was prepared in conjunction with this metes and bounds description.

4/27/2023
Date

Dion P. Albertson RPLS Number 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPELS Licensed Surveying Firm Number 10194490

Client: Brohn Homes
Date: April 27, 2023
Job No: 10668-00

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EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LEGEND

A.W.L.E.	AQUA WATER LINE EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C	POINT OF COMMENCING
P.R.B.C.	PLAT RECORDS OF BASTROP COUNTY
P.U.E.	PUBLIC UTILITY EASEMENT
W.L.E.	WATER LINE EASEMENT
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
O	SET 1/2" IRON ROD W/ BGE INC CAP
Δ	CALCULATED POINT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 83°44'58" W	10.00'
L2	N 06°15'02" W	20.00'
L3	N 83°44'58" E	10.00'
L4	S 06°15'02" E	20.00'
L5	N 83°44'58" E	12.00'

N

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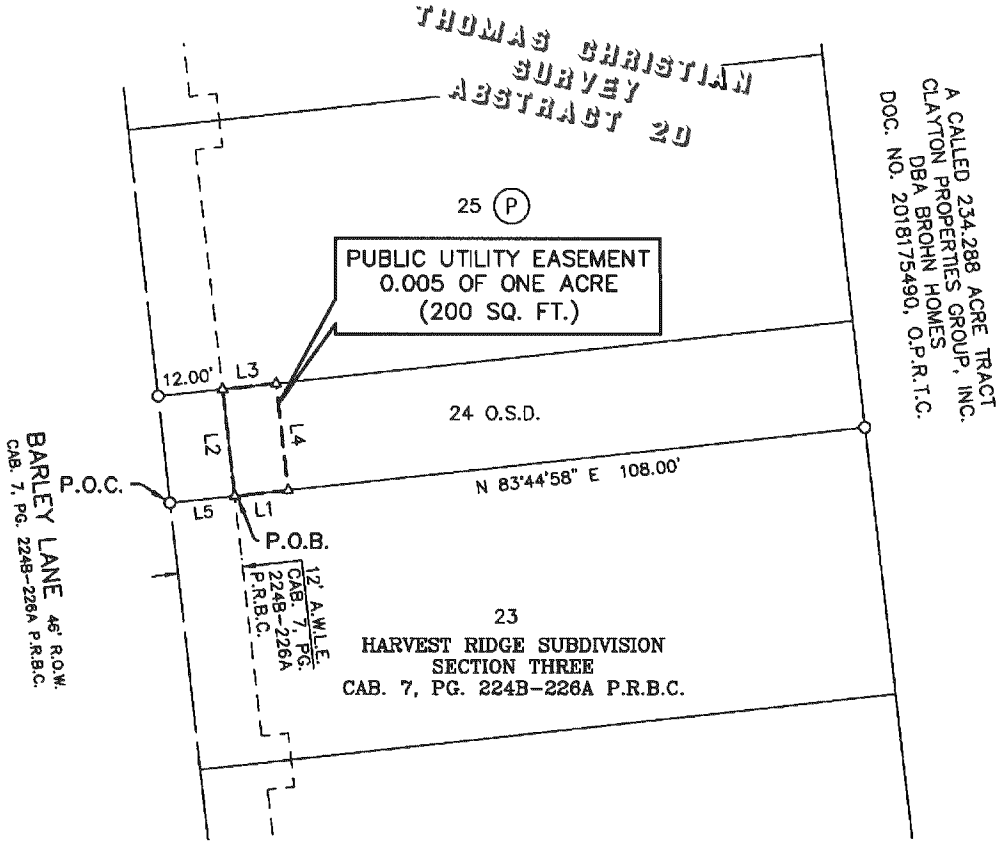

BEARING BASIS

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE 4203.

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TBPELS Licensed Surveying Firm No. 10194490

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SCALE: 1"=30'

SHEET 3

OF 3

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Sep 18, 2023 11:10 AM Fee: $50.00
2023106800
Electronically Recorded

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED
[County Line Road Right-of-Way – Section 2]

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS: THAT
COUNTY OF TRAVIS §

CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation doing business in Texas as **BROHN HOMES** ("*Grantor*"), for TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED and, by these presents, does GRANT, SELL AND CONVEY unto the **CITY OF ELGIN, TEXAS**, a home-rule municipality located in Bastrop and Travis Counties, Texas ("*Grantee*"), the following described real property in Travis County, Texas, together with all improvements thereon, to wit:

> That certain .511 acre (22,236 square foot) of land in Travis County, Texas, more fully described by metes and bounds in **Exhibit "A"** attached hereto and incorporated herein (the "*Property*").

TO HAVE AND TO HOLD the Property, together with all related rights and appurtenances, unto Grantee and Grantee's successors and assigns, forever; and Grantor hereby bind itself and its successors to WARRANT AND FOREVER DEFEND the Property unto Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise; provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to (a) visible and apparent easements not appearing of record; (b) any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements that a current survey would show; (c) easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other matters presently of record in the Official Public Records of Travis County, Texas, that affect the Property, but only to the extent that they are still valid and in force or effect; and (d) the liens securing taxes and assessments for the current and all subsequent years, as well as for prior years due to a change in land usage or ownership.

This conveyance is further subject to the following covenants, which will run with the land comprising the Property and be binding upon Grantee and its successors and assigns:

1. Grantee agrees to relocate any existing fencing that is removed or damaged as a result of Grantee's use or improvement of the Property to the new boundary between the Property and Grantor's remaining property at Grantee's sole expense.

2. Grantee agrees to maintain the Property, including mowing any drainage areas within the Property, from and after the date of this Deed.

3. Grantor hereby reserves from this conveyance any and all rights related to reimbursements from a public improvement district, municipal utility district, or any other governmental entity relating to the Property or any improvements on or serving the Property, and Grantor reserves the right to assign such rights, in whole or in part, to a third party.

GRANTOR IS CONVEYING THE PROPERTY TO GRANTEE ON AN "AS IS" BASIS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OTHER THAN GRANTOR'S SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE IS CLOSING ITS PURCHASE OF THE PROPERTY BASED UPON ITS OWN STUDIES AND CONCLUSIONS, AND NOT BASED UPON ANY REPRESENTATIONS OR WARRANTIES OF GRANTOR OR ANY AGENT OF GRANTOR. GRANTOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES CONCERNING THE PROPERTY, INCLUDING THE IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, GRANTOR MAKES NO WARRANTIES REGARDING ENDANGERED SPECIES OR ENVIRONMENTAL CONDITIONS. GRANTEE AGREES THAT THIS PROVISION IS A MATERIAL PORTION OF THE CONSIDERATION FOR GRANTEE'S PURCHASE AND ACKNOWLEDGES THAT GRANTOR WOULD NOT AGREE TO SELL THE PROPERTY TO GRANTEE ON ANY OTHER BASIS.

This Special Warranty Deed may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument, and will be effective as of the 13th day of September, 2023 (the "*Effective Date*").

[COUNTERPART SIGNATURE PAGES FOLLOW]

Executed by the undersigned on the date set forth below, to be effective as of the Effective Date of this Special Warranty Deed.

GRANTOR:

CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation doing business in Texas as **BROHN HOMES**

By:_____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 18 day of August, 2023, by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

(seal)

_____
Notary Public Signature

Executed by the undersigned on the date set forth below, to be effective as of the Effective Date of this Special Warranty Deed.

GRANTEE:

CITY OF ELGIN, TEXAS,
a home-rule municipality

By: _____
Name: Thomas L. Matths
Title: City Manager

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on the 13th day of September, 2023, by Thomas L. Matths, City Manager of the City of Elgin, Texas, a home-rule municipality, on behalf of said municipality.

(seal)

JENNIFER STUBBS
Notary Public, State of Texas
Comm. Expires 06-24-2025
Notary ID 13114992-4

_____
Notary Public Signature

EXHIBIT ____

Harvest Ridge Phase 2
0.511 Acres Right-of-Way Dedication

EXHIBIT "A"

LEGAL DESCRIPTION

FIELD NOTES FOR A 0.511 ACRE TRACT OF LAND SITUATED IN THE T. CHRISTIAN SURVEY, ABSTRACT NO. 2296, TRAVIS COUNTY, TEXAS; BEING THE SAME 0.511 ACRE TRACT DEDICATED AS RIGHT-OF-WAY, AS SHOWN ON HARVEST RIDGE SUBDIVISION SECTION TWO, A SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 202200342 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 0.511 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with a cap stamped "ZWA" found on the east right-of-way line of County Line Road (R.O.W. ~varies), at northwest corner of the above described 0.511 acre tract dedicated as right-of-way by said HARVEST RIDGE SUBDIVISION SECTION TWO and the westerly corner a called 10.00 acre tract of land as conveyed unto Clyde T. Lundgren and Wife, Betty S. Lundgren in Volume 5460, Page 834 of the Deed Records of Travis County, Texas for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the northerly line of said HARVEST RIDGE SUBDIVISION SECTION TWO, S 62°51'36" E, a distance of 24.91 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the northeast corner of said 0.511 acre tract, for the northwest corner of Lot 1, Block J of said HARVEST RIDGE SECTION TWO, for the northeast corner of the herein described tract;

THENCE, with the east line of said 0.511 acre tract and the east right-of-way line of said County Line Road, S 27°08'44" W a distance of 708.93 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the west line of Lot 18, Block E of said HARVEST RIDGE SUBDIVISION SECTION TWO, for an angle point of the herein described tract;

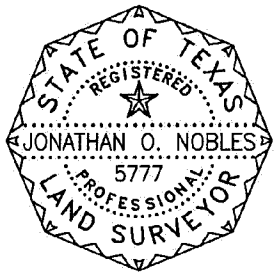
THENCE, continuing with the east line of said 0.511 acre tract and the east right-of-way line of said County Line Road, S 27°31'18" W a distance of 189.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the southeast corner of said 0.511 acre tract at the northwest corner of Lot 1, Block E of AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE, a subdivision as recorded in Document Number 202200242 of the Official Public Records of Travis County, Texas, for the southeast corner of the herein described tract;

THENCE, with the south line of said 0.511 acre right-of-way tract, N 62°51'16" W a distance of 24.71 feet to a 1/2-inch iron rod with a cap stamped "ZWA" found at the southwest corner of said HARVEST RIDGE SUBDIVISION SECTION TWO, for the southwest corner of the herein described tract;

THENCE, with the west line of said 0.511 acre right-of-way tract and said HARVEST RIDGE SUBDIVISION SECTION TWO, N 27°32'23" E a distance of 189.32 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set, for an angle point of the herein described tract;

THENCE, continuing with the west line of said 0.511 acre right-of-way tract and said HARVEST RIDGE SUBDIVISION SECTION TWO, N 27°07'26" E a distance of 708.82 feet to the **POINT OF BEGINNING** and containing 0.511 acre (22,236 sq. ft.) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE, Inc. under my supervision on December 30, 2022 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, Central Zone, NAD 83. A sketch accompanies this description.



3/10/2023
Date

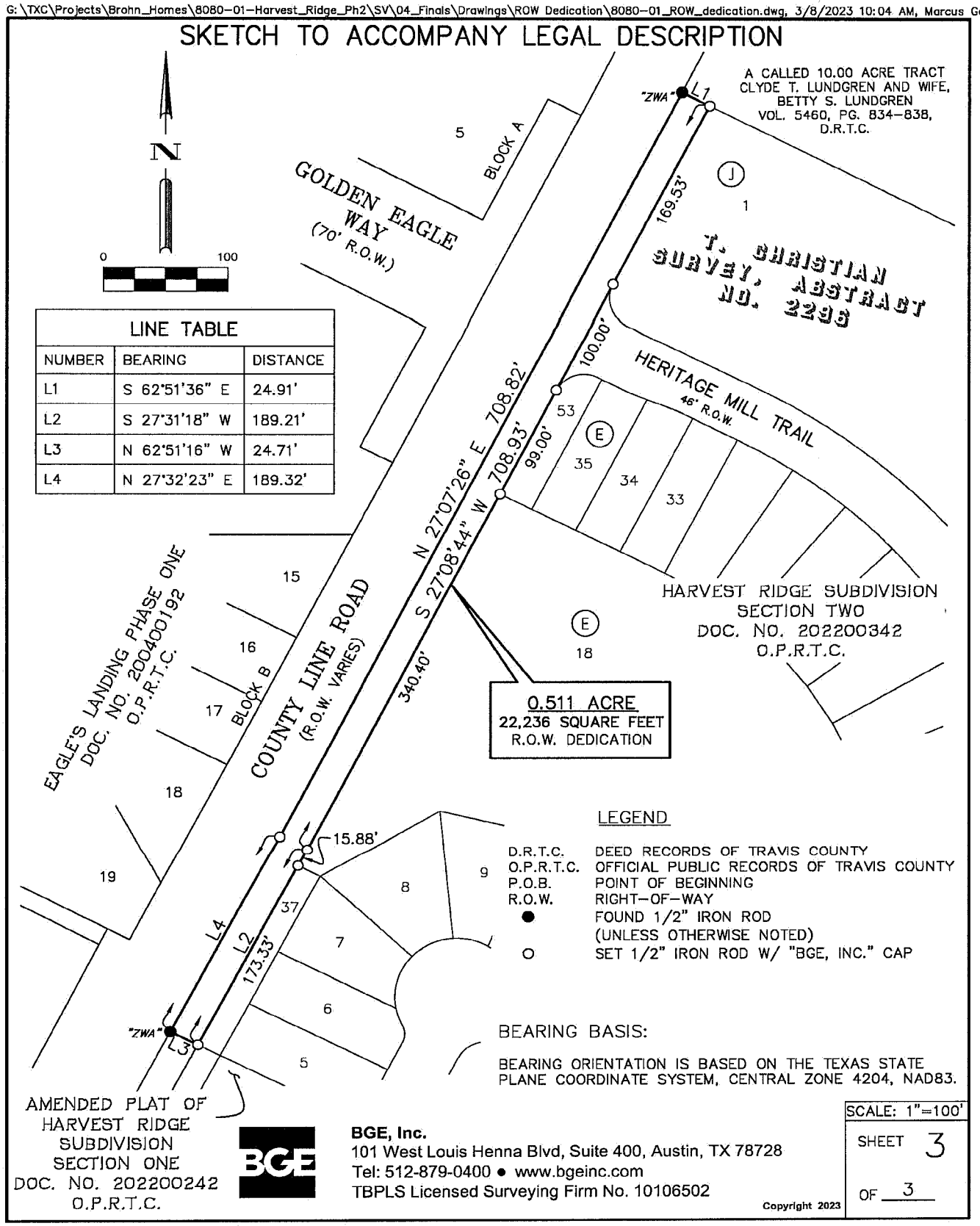
Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPELS Licensed Surveying Firm No. 10106502

Client: Brohn Homes
Date: March 10, 2023
Job No.: 8080-01

G:\TXC\PROJECTS\BROHN_HOMES\8080-01-HARVEST_RIDGE_PH2\SV\04_FINALS\MB\ROW DEDICATION\8080-01 ROW DEDICATION - FN.DOCX

G:\TXC\Projects\Brohn_Homes\8080-01-Harvest_Ridge_Ph2\SV\04_Finals\Drawings\ROW Dedication\8080-01_ROW_dedication.dwg, 3/8/2023 10:04 AM, Marcus Garza

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 62°51'36" E	24.91'
L2	S 27°31'18" W	189.21'
L3	N 62°51'16" W	24.71'
L4	N 27°32'23" E	189.32'

LEGEND

D.R.T.C.	DEED RECORDS OF TRAVIS COUNTY
O.P.R.T.C.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
O	SET 1/2" IRON ROD W/ "BGE, INC." CAP

BEARING BASIS:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4204, NAD83.

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

Copyright 2023

SCALE: 1"=100'

SHEET 3

OF 3

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

KRISTA BARTSCH, County Clerk
Bastrop Texas
January 16, 2024 01:07:11 PM 202400659
FEE: $41.00
DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

BASTROP COUNTY, TEXAS

CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to Grantor in hand paid by **HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.**, a Texas non-profit corporation ("**Grantee**"), whose mailing address is c/o The Neighborhood Company, LLC, 1119 Vintage Way, New Braunfels, Texas 78132, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the following described real property, together with all improvements thereon, if any (the "**Property**"), to-wit:

> Lot 65, Block A, AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE, a subdivision in Bastrop and Travis Counties, Texas, according to the map or plat thereof recorded under Cabinet 7, Pages 206-A through 208-A, Plat Records of Bastrop County, Texas, and under Document No. 202200242, Official Public Records of Travis County, Texas (Amenity & Open Space Lot);

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever, but without warranty of title or any other warranty of any kind or nature, and without limitation on such disclaimer of warranties, Grantee, by acceptance of this Deed Without Warranty, hereby acknowledges and agrees: (i) that this conveyance is made by Grantor and accepted by Grantee subject to any restrictions and easements affecting the property; (ii) that this conveyance is made by Grantor and accepted by Grantee subject to all liens securing the payment of taxes for the current and all subsequent years, as well as to all easements, rights-of-way, prescriptive rights, encroachments, overlapping of improvements, discrepancies, conflicts, leases, reservations, mineral severances, restrictions, covenants, conditions, regulations, riparian rights and other title exceptions or claims of any kind or nature affecting the Property; and (iii) that this

conveyance is made by Grantor and accepted by Grantee subject to the easements set forth hereinbelow.

Notwithstanding anything in this instrument or elsewhere to the contrary, Grantor expressly reserves unto itself and its successors and assigns a non-exclusive easement and right-of-way, over, through, and across the Property (the "**Easement Tract**") for the purpose of (i) enforcing the terms and provisions of that certain Harvest Ridge Master Covenant, recorded under Document No. 202222289, Official Public Records of Bastrop County, Texas, and under Document No. 2022170416, Official Public Records of Travis County, Texas, as amended (the "**Master Covenant**"), and (ii) installing, constructing, operating, expanding, reconstructing, maintaining, repairing and replacing utilities, landscaping, walking trails, water quality improvements, or any other improvements or infrastructure, and access over, across, and upon the Easement Tract. The easement, rights, and privileges reserved herein are non-exclusive, and Grantee shall have the right to convey similar easements to such other persons as Grantee may deem proper to the extent such future easements do not interfere with the easement reserved hereunder. Grantor will have no responsibility, liability or obligation with respect to any property of Grantee or Grantee's members, it being acknowledged and understood by Grantee that the safety and security of any property is the sole responsibility and risk of Grantee. In the event the reservation of the Easement Tract pursuant to this instrument is ineffective or deficient to any extent or in any manner, Grantee, upon and as a condition to the delivery and acceptance of the Property from Grantor hereunder, does hereby agree to hold the Easement Tract or any portion thereof not fully reserved by Grantor pursuant to this instrument, in trust for the sole benefit of Grantor and its successors and assigns, and agrees to exert its best efforts at Grantor's expense, to transfer, assign and allocate the Easement Tract to Grantor to effect the intent of the reservations hereunder. From time to time and at any time, at the request of Grantor at Grantor's expense, Grantee, its successors or assigns, will execute and deliver such instruments and take such other actions as Grantor may request to more effectively reserve and exclude the Easement Tract reserved hereunder.

Grantor, its successors or assigns, may from time to time, and at any time, assign the easements, rights, and privileges reserved hereunder to any party: (i) unilaterally and without the consent or any further approval of any other party; (ii) exclusively or non-exclusively; and (iii) in whole or in part. In the event of any non-exclusive assignment by Grantor, its successors or assigns, Grantor shall continue to enjoy the easements, rights, and privileges reserved hereunder.

Grantor acknowledges and agrees that upon conveyance the Property shall constitute Common Area, as defined in the Master Covenant. As such, Grantee hereby assumes all maintenance and assessment duties associated with the Property.

Grantee hereby assumes the payment of all ad valorem taxes and assessments for the calendar year 2024 and all subsequent years.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THIS CONVEYANCE, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, THE SUITABILITY THEREOF AND OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, RIGHT OF POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. GRANTEE ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER AND THAT IT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE SAME AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF GRANTOR. GRANTEE FURTHER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER WAS OBTAINED FROM A VARIETY OF SOURCES, AND GRANTOR (1) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THIS CONVEYANCE IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT GRANTOR HAS MADE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, TITLE, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY, ANY OTHER ITEM CONVEYED HEREUNDER OR ANY PORTION THEREOF, ALL SUCH REPRESENTATIONS AND WARRANTIES, AS WELL AS ANY IMPLIED WARRANTIES, BEING HEREBY EXPRESSLY DISCLAIMED.

[SIGNATURE PAGES FOLLOW]

EXECUTED to be effective as of the date this instrument has been recorded in the Official Public Records of Bastrop County, Texas.

GRANTOR:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business
in Texas as BROHN HOMES

By: _____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 3rd day of January, 2024 by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

[seal]

_____
Notary Public, State of Texas

MATHEW ROBERT WILKINS
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 132967306

ACKNOWLEDGED AND AGREED:

HARVEST RIDGE RESIENTIAL COMMUNITY, INC.,
a Texas non-profit corporation

By:_____
Angelica Andersson, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 3rd day of January, 2024 by Angelica Andersson, President of Harvest Ridge Residential Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

[seal] MATHEW ROBERT WILKINS
Notary Public, State of Texas
Comm. Expires 03-10-2025
Notary ID 132967306

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Kevin M. Flahive
Armbrust & Brown, PLLC
100 Congress Ave., Suite 1300
Austin, Texas 78701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
May 17, 2024 02:38 PM Fee: $33.00
2024054465
Electronically Recorded

AFTER RECORDING RETURN TO:
KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

HARVEST RIDGE
VARIANCE
[LOT 11, BLOCK E, SECTION TWO]

This Harvest Ridge Variance [Lot 11, Block E, Section Two] (this "**Variance**") is made and executed by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Harvest Ridge Reviewer**"), and is as follows:

1. **Defined Terms.** All terms defined in the Covenant (defined below) or the Development Area Declaration (defined below) and delineated herein by initial capital letters shall have the same meanings herein as are ascribed to such terms in the Covenant or the Development Area Declaration, as applicable, except to the extent that the meaning of any such term is specifically modified by the provisions hereof. In addition, other terms not defined in the Covenant or the Development Area Declaration, but defined herein will, when delineated with initial capital letters, have the meanings ascribed thereto in this Variance. Terms and phrases which are not delineated by initial capital letters shall have the meanings commonly ascribed thereto.

2. **Authority.** Pursuant to *Section 6.01* of the Harvest Ridge Master Covenant, recorded under Document No. 2022170416, Official Public Records of Travis County, Texas and under Document No. 202222289 in the Official Public Records of Bastrop County, Texas (as the same may be amended from time to time, the "**Covenant**"), during the Development Period the "Declarant" or its designee serves as the Harvest Ridge Reviewer to review all Improvements within the Development. At this time, which is during the Development Period, Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, is the "Declarant" under the Covenant, has not delegated its authority as Harvest Ridge Reviewer to a designee, and is the current Harvest Ridge Reviewer. Pursuant to *Section 6.04(d)* of the Covenant, Harvest Ridge Reviewer may grant variances from compliance with any of the provisions of the Covenant or any Development Area Declaration, including, but not limited to, restrictions upon height, size, shape, floor areas, land area, placement of structures, set-backs, building envelopes, colors, materials, or land use, when, in the opinion of Harvest Ridge Reviewer, in its sole and absolute discretion, such variance is justified.

3. **Applicability of Covenant and Development Area Declaration.** Pursuant to the Harvest Ridge – Notice of Applicability [Sections Two and Three], recorded under Document No. 2023078280, Official Public Records of Travis County, Texas and under Document No. 202310435, Official Public Records of Bastrop County, Texas, Declarant made subject to the terms and provisions of the Declaration, among other property, Lot 11, Block E, FINAL PLAT OF HARVEST RIDGE SUBDIVISION SECTION TWO, a subdivision of located in Bastrop

County, Texas and Travis County, according to the map or plat thereof recorded as Plat Cabinet No. 7, Page 230B, Plat Records of Bastrop County, Texas, and as Document No. 202200342 in the Official Public Records of Travis County, Texas (the "**Subject Property**"), subject to the terms and conditions of: (i) the Covenant; and (ii) the Harvest Ridge – Development Area Declaration [Residential] – Development Area Declaration, recorded under Document No. 2022222352, Official Public Records of Bastrop County, Texas and under Document No. 2022170870, Official Public Records of Travis County, Texas (as amended from time to time, the "**Development Area Declaration**").

4. **Variance from Front Yard Setback.** *Section 3.08* of the Development Area Declaration provides that unless the Harvest Ridge Reviewer determines otherwise, the building setback lines applicable to each Lot within the Development Area shall be as shown on the Plat. The Plat does not contain any building setback lines applicable to the Subject Property. Pursuant to Section 3.01 of the Development Area Declaration, all Improvements must strictly comply with the requirements of the Design Guidelines applicable to the Development Area, which establishes a minimum setback line of twenty feet (20') from the front Lot line for traditional front load products and patio front load products, including the Subject Property. In accordance with its authority pursuant to *Section 6.04(d)* of the Covenant, Harvest Ridge Reviewer has determined that a variance to the minimum setback, as set forth in the Development Area Declaration, for the residence on the Subject Property, is justified. Accordingly, notwithstanding any provision to the contrary in the Development Area Declaration or the Design Guidelines, in lieu of the twenty foot (20') minimum setback, the minimum setback for the front yard for the Subject Property shall be **fifteen feet (15')** from the front Lot line.

5. **Non-Liability of the Harvest Ridge Reviewer.** HARVEST RIDGE REVIEWER WILL NOT BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF HARVEST RIDGE REVIEWER'S DUTIES UNDER THE COVENANT OR DEVELOPMENT AREA DELCARATION, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS DUE TO THE WILLFUL MISCONDUCT OR BAD FAITH OF HARVEST RIDGE REVIEWER.

6. **Miscellaneous**. The variance granted by the undersigned hereby is without representation or warranty and is expressly subject to any and all limitations and disclaimers of liability contained in the Covenant and the Development Area Declaration. The variance herein granted shall not operate to waive or amend any of the terms and provisions of the Covenant or the Development Area Declaration for any purpose except as set forth herein and shall not be considered to establish a precedent for any future variance, waiver, modification, or amendment of the terms and provisions of the Covenant or the Development Area Declaration.

[SIGNATURE PAGE FOLLOWS]

Executed to be effective this 17 day of May, 2024.

HARVEST RIDGE REVIEWER:

CLAYTON PROPERTIES GROUP, INC.,
a Tennesse corporation doing business in Texas as **BROHN HOMES**

By: _____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 17 day of May, 2024, by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

_____
Notary Public, State of Texas

(seal)

Makinley Morgan LaBure
My Commission Expires
4/15/2028
Notary ID134852033

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Jul 23, 2024 04:02 PM Fee: $41.00
2024080987
Electronically Recorded

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

TRAVIS COUNTY, TEXAS

CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to Grantor in hand paid by **HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.**, a Texas non-profit corporation ("**Grantee**"), whose mailing address is c/o The Neighborhood Company, LLC, 1119 Vintage Way, New Braunfels, Texas 78132, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the following described real property, together with all improvements thereon, if any (the "**Property**"), to-wit:

> Lot 1, Block A, and Lot 1, Block E, AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE, a subdivision in Bastrop and Travis Counties, Texas, according to the map or plat thereof recorded under Cabinet 7, Pages 206-A through 208-A, Plat Records of Bastrop County, Texas, and under Document No. 202200242, Official Public Records of Travis County, Texas; together with
>
> Lots 37 and 53, Block E, FINAL PLAT OF HARVEST RIDGE SUBDIVISION SECTION TWO, a subdivision in Bastrop and Travis Counties, Texas, according to the map or plat thereof recorded under Cabinet 7, Pages 230-B through 233-A, Plat Records of Bastrop County, Texas, and under Document No. 202200342, Official Public Records of Travis County, Texas.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever, but without warranty of title or any other warranty of any kind or nature, and without limitation on such disclaimer of warranties, Grantee, by acceptance of this Deed Without Warranty, hereby acknowledges and agrees: (i) that this conveyance is made by Grantor and accepted by Grantee subject to any restrictions and easements affecting the property; (ii) that this

conveyance is made by Grantor and accepted by Grantee subject to all liens securing the payment of taxes for the current and all subsequent years, as well as to all easements, rights-of-way, prescriptive rights, encroachments, overlapping of improvements, discrepancies, conflicts, leases, reservations, mineral severances, restrictions, covenants, conditions, regulations, riparian rights and other title exceptions or claims of any kind or nature affecting the Property; and (iii) that this conveyance is made by Grantor and accepted by Grantee subject to the easements set forth hereinbelow.

Notwithstanding anything in this instrument or elsewhere to the contrary, Grantor expressly reserves unto itself and its successors and assigns a non-exclusive easement and right-of-way, over, through, and across the Property (the "**Easement Tract**") for the purpose of (i) enforcing the terms and provisions of that certain Harvest Ridge Master Covenant, recorded under Document No. 202222289, Official Public Records of Bastrop County, Texas, and under Document No. 2022170416, Official Public Records of Travis County, Texas, as amended (the "**Master Covenant**"), and (ii) installing, constructing, operating, expanding, reconstructing, maintaining, repairing and replacing utilities, landscaping, walking trails, water quality improvements, or any other improvements or infrastructure, and access over, across, and upon the Easement Tract. The easement, rights, and privileges reserved herein are non-exclusive, and Grantee shall have the right to convey similar easements to such other persons as Grantee may deem proper to the extent such future easements do not interfere with the easement reserved hereunder. Grantor will have no responsibility, liability or obligation with respect to any property of Grantee or Grantee's members, it being acknowledged and understood by Grantee that the safety and security of any property is the sole responsibility and risk of Grantee. In the event the reservation of the Easement Tract pursuant to this instrument is ineffective or deficient to any extent or in any manner, Grantee, upon and as a condition to the delivery and acceptance of the Property from Grantor hereunder, does hereby agree to hold the Easement Tract or any portion thereof not fully reserved by Grantor pursuant to this instrument, in trust for the sole benefit of Grantor and its successors and assigns, and agrees to exert its best efforts at Grantor's expense, to transfer, assign and allocate the Easement Tract to Grantor to effect the intent of the reservations hereunder. From time to time and at any time, at the request of Grantor at Grantor's expense, Grantee, its successors or assigns, will execute and deliver such instruments and take such other actions as Grantor may request to more effectively reserve and exclude the Easement Tract reserved hereunder.

Grantor, its successors or assigns, may from time to time, and at any time, assign the easements, rights, and privileges reserved hereunder to any party: (i) unilaterally and without the consent or any further approval of any other party; (ii) exclusively or non-exclusively; and (iii) in whole or in part. In the event of any non-exclusive assignment by Grantor, its successors or assigns, Grantor shall continue to enjoy the easements, rights, and privileges reserved hereunder.

Grantor acknowledges and agrees that upon conveyance the Property shall constitute Common Area, as defined in the Master Covenant. As such, Grantee hereby assumes all maintenance and assessment duties associated with the Property.

Grantee hereby assumes the payment of all ad valorem taxes and assessments for the calendar year 2024 and all subsequent years.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THIS CONVEYANCE, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, THE SUITABILITY THEREOF AND OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, RIGHT OF POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. GRANTEE ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER AND THAT IT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE SAME AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF GRANTOR. GRANTEE FURTHER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER WAS OBTAINED FROM A VARIETY OF SOURCES, AND GRANTOR (1) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THIS CONVEYANCE IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT GRANTOR HAS MADE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, TITLE, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY, ANY OTHER ITEM CONVEYED HEREUNDER OR ANY PORTION THEREOF, ALL SUCH REPRESENTATIONS AND WARRANTIES, AS WELL AS ANY IMPLIED WARRANTIES, BEING HEREBY EXPRESSLY DISCLAIMED.

[SIGNATURE PAGES FOLLOW]

EXECUTED to be effective as of the date this instrument has been recorded in the Official Public Records of Travis County, Texas.

GRANTOR:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business
in Texas as BROHN HOMES

By: _____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 3rd day of June, 2024, by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

[seal]

_____
Notary Public, State of Texas

JENNIFER MUTH
Notary Public, State of Texas
Comm. Expires 02-23-2027
Notary ID 126016728

ACKNOWLEDGED AND AGREED:

HARVEST RIDGE RESIENTIAL COMMUNITY, INC.,
a Texas non-profit corporation

By: _____
Angelica Andersson, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 3rd day of June, 2024, by Angelica Andersson, President of Harvest Ridge Residential Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

[seal]

_____
Notary Public, State of Texas

JENNIFER MUTH
Notary Public, State of Texas
Comm. Expires 02-23-2027
Notary ID 126016728

AFTER RECORDING RETURN TO:
Kevin M. Flahive
Armbrust & Brown, PLLC
100 Congress Ave., Suite 1300
Austin, Texas 78701

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

KRISTA BARTSCH, County Clerk
Bastrop Texas
August 01, 2024 02:40:16 PM 202412293
FEE: $41.00
DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY
BASTROP COUNTY, TEXAS

CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation doing business in Texas as **BROHN HOMES** ("**Grantor**"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to Grantor in hand paid by **HARVEST RIDGE RESIDENTIAL COMMUNITY, INC.**, a Texas non-profit corporation ("**Grantee**"), whose mailing address is c/o The Neighborhood Company, LLC, 1119 Vintage Way, New Braunfels, Texas 78132, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the following described real property, together with all improvements thereon, if any (the "**Property**"), to-wit:

> Lot 1, Block P, FINAL PLAT OF HARVEST RIDGE SUBDIVISION SECTION TWO, a subdivision in Bastrop and Travis Counties, Texas, according to the map or plat thereof recorded under Cabinet 7, Pages 230-B through 233-A, Plat Records of Bastrop County, Texas, and under Document No. 202200342, Official Public Records of Travis County, Texas;

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever, but without warranty of title or any other warranty of any kind or nature, and without limitation on such disclaimer of warranties, Grantee, by acceptance of this Deed Without Warranty, hereby acknowledges and agrees: (i) that this conveyance is made by Grantor and accepted by Grantee subject to any restrictions and easements affecting the property; (ii) that this conveyance is made by Grantor and accepted by Grantee subject to all liens securing the payment of taxes for the current and all subsequent years, as well as to all easements, rights-of-way, prescriptive rights, encroachments, overlapping of improvements, discrepancies, conflicts, leases, reservations, mineral severances, restrictions, covenants, conditions, regulations, riparian rights and other title exceptions or claims of any kind or nature affecting the Property; and (iii) that this

conveyance is made by Grantor and accepted by Grantee subject to the easements set forth hereinbelow.

Notwithstanding anything in this instrument or elsewhere to the contrary, Grantor expressly reserves unto itself and its successors and assigns a non-exclusive easement and right-of-way, over, through, and across the Property (the "**Easement Tract**") for the purpose of (i) enforcing the terms and provisions of that certain Harvest Ridge Master Covenant, recorded under Document No. 202222289, Official Public Records of Bastrop County, Texas, and under Document No. 2022170416, Official Public Records of Travis County, Texas, as amended (the "**Master Covenant**"), and (ii) installing, constructing, operating, expanding, reconstructing, maintaining, repairing and replacing utilities, landscaping, walking trails, water quality improvements, or any other improvements or infrastructure, and access over, across, and upon the Easement Tract. The easement, rights, and privileges reserved herein are non-exclusive, and Grantee shall have the right to convey similar easements to such other persons as Grantee may deem proper to the extent such future easements do not interfere with the easement reserved hereunder. Grantor will have no responsibility, liability or obligation with respect to any property of Grantee or Grantee's members, it being acknowledged and understood by Grantee that the safety and security of any property is the sole responsibility and risk of Grantee. In the event the reservation of the Easement Tract pursuant to this instrument is ineffective or deficient to any extent or in any manner, Grantee, upon and as a condition to the delivery and acceptance of the Property from Grantor hereunder, does hereby agree to hold the Easement Tract or any portion thereof not fully reserved by Grantor pursuant to this instrument, in trust for the sole benefit of Grantor and its successors and assigns, and agrees to exert its best efforts at Grantor's expense, to transfer, assign and allocate the Easement Tract to Grantor to effect the intent of the reservations hereunder. From time to time and at any time, at the request of Grantor at Grantor's expense, Grantee, its successors or assigns, will execute and deliver such instruments and take such other actions as Grantor may request to more effectively reserve and exclude the Easement Tract reserved hereunder.

Grantor, its successors or assigns, may from time to time, and at any time, assign the easements, rights, and privileges reserved hereunder to any party: (i) unilaterally and without the consent or any further approval of any other party; (ii) exclusively or non-exclusively; and (iii) in whole or in part. In the event of any non-exclusive assignment by Grantor, its successors or assigns, Grantor shall continue to enjoy the easements, rights, and privileges reserved hereunder.

Grantor acknowledges and agrees that upon conveyance the Property shall constitute Common Area, as defined in the Master Covenant. As such, Grantee hereby assumes all maintenance and assessment duties associated with the Property.

Grantee hereby assumes the payment of all ad valorem taxes and assessments for the calendar year 2024 and all subsequent years.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE SPECIFICALLY STATED IN THIS CONVEYANCE, GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, THE SUITABILITY THEREOF AND OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS MATERIALS) OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, RULES OR REGULATIONS; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, RIGHT OF POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. GRANTEE ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER AND THAT IT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE SAME AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF GRANTOR. GRANTEE FURTHER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY OR OTHER ITEMS CONVEYED HEREUNDER WAS OBTAINED FROM A VARIETY OF SOURCES, AND GRANTOR (1) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (2) DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THIS CONVEYANCE IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT GRANTOR HAS MADE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, TITLE, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY, ANY OTHER ITEM CONVEYED HEREUNDER OR ANY PORTION THEREOF, ALL SUCH REPRESENTATIONS AND WARRANTIES, AS WELL AS ANY IMPLIED WARRANTIES, BEING HEREBY EXPRESSLY DISCLAIMED.

[SIGNATURE PAGES FOLLOW]

EXECUTED to be effective as of the date this instrument has been recorded in the Official Public Records of Bastrop County, Texas.

GRANTOR:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation doing business
in Texas as BROHN HOMES

By: _____
Adam B. Boenig, Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 29 day of July, 2024, by Adam B. Boenig, Vice President of Clayton Properties Group, Inc., a Tennessee corporation doing business in Texas as Brohn Homes, on behalf of said corporation.

[seal]

Lisa Marie Rivenbark
My Commission Expires
11/14/2027
Notary ID 12357594

_____
Notary Public, State of Texas

ACKNOWLEDGED AND AGREED:

HARVEST RIDGE RESIENTIAL COMMUNITY, INC.,
a Texas non-profit corporation

By: _____
Angelica Andersson, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 29 day of July, 2024, by Angelica Andersson, President of Harvest Ridge Residential Community, Inc., a Texas non-profit corporation, on behalf of said corporation.

[seal]

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Kevin M. Flahive
Armbrust & Brown, PLLC
100 Congress Ave., Suite 1300
Austin, Texas 78701

AMENDED AND RESTATED LICENSE AGREEMENT

This Amended and Restated License Agreement (this "*Agreement*") is entered into effective March 13, 2025 (the "*Effective Date*") between Altessa Municipal Utility District, a political subdivision of the State of Texas (the "*District*"), and Harvest Ridge Residential Community, Inc., a Texas non-profit corporation ("*Licensee*").

RECITALS

A. Harvest Ridge is a master-planned residential development located within the extraterritorial jurisdiction of the City of Elgin, Texas.

B. Licensee is the homeowners' association established to administer the affairs of Harvest Ridge, and is responsible for the management, operation, and maintenance of certain amenities within Harvest Ridge for the benefit of its residents.

C. The rights-of-way within Harvest Ridge Subdivision Section One, Harvest Ridge Subdivision Section Two, Harvest Ridge Subdivision Section Two-B, Harvest Ridge Subdivision Section Three, Harvest Ridge Subdivision Section Four, Harvest Ridge Subdivision Section Five-A, and Harvest Ridge Subdivision Section Seven-A (collectively, the "*Licensed Property*") have been dedicated to the District for use by the public pursuant to the following plats: (i) Amended Plat of Harvest Ridge Subdivision Section One, a subdivision in Bastrop and Travis Counties, according to the plat recorded under Cabinet 7, Pages 206-A, 206-B, 207-A, 207-B, and 208-A, Plat Records of Bastrop County, Texas, and under Document No. 202200242, Official Public Records of Travis County, Texas; (ii) Final Plat of Harvest Ridge Subdivision Section Two, a subdivision in Bastrop and Travis Counties, according to the plat recorded under Cabinet 7, Pages 230-B, 231-A, 231-B, 232-A, 232-B, and 233-A, Plat Records of Bastrop County, Texas, and under Document No. 202200342, Official Public Records of Travis County, Texas; (iii) Final Plat of Harvest Ridge Subdivision Section Two-B, a subdivision in Bastrop County, according to the plat recorded under Cabinet 7, Pages 227-B, 228-A, 228-B, 229-A, and 229-B, Plat Records of Bastrop County, Texas; (iv) Final Plat of Harvest Ridge Subdivision Section Three, a subdivision in Bastrop County, according to the plat recorded under Cabinet 7, Pages 224-B, 225-A, 225-B, and 226-A, Plat Records of Bastrop County, Texas; (v) Final Plat of Harvest Ridge Subdivision Section Four, a subdivision in Bastrop County, according to the plat recorded under Cabinet 8, Pages 90-A, 90-B, 91-A, 91-B, and 92-A, Plat Records of Bastrop County, Texas; (vi) Final Plat of Harvest Ridge Subdivision Section Five-A, a subdivision in Bastrop County, according to the plat recorded under Cabinet 7, Pages 226-B and 227-A, Plat Records of Bastrop County, Texas; and (vii) Final Plat of Harvest Ridge Subdivision Section Seven-A, a subdivision in Bastrop County, according to the plat recorded under Cabinet 7, Pages 250-B and 251-A, Plat Records of Bastrop County, Texas.

D. Licensee acknowledges and agrees that the District has exclusive jurisdiction and control of the Licensed Property.

E. Licensee has requested that the District grant it a license in order to construct and maintain certain improvements within the Licensed Property.

F. Licensee acknowledges and agrees that no improvements may be placed within any portion of the Licensed Property that would cause a hazard, or potential hazard to public health and safety, as determined in the sole discretion of the District.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and other good and valuable consideration, the District and Licensee agree as follows:

I. GRANT OF LICENSE

A. The District grants to Licensee permission to access and use, at Licensee's sole cost and expense, the Licensed Property for the following purposes, subject to the terms and conditions of this Agreement: constructing, installing, placing, maintaining, operating, repairing, upgrading, modifying, replacing, and removing (the "*License*") landscaping (including, without limitation, shrubs, trees, irrigation, grasses, and other vegetative groundcover), lighting, signage, entry monumentation, walls, sidewalks, and fencing (the "*Improvements*").

B. The District makes this grant solely to the extent of its right, title, and interest in the Licensed Property, without any express or implied warranties.

C. Licensee agrees that its exercise of the License will be done in compliance with the terms and conditions of this Agreement and all applicable ordinances, laws, rules, and regulations of the District and other governmental entities.

D. Licensee will not install improvements or exercise the License in any way that would pose a threat to public health or safety, including, for example, the obstruction of sight lines.

II. LICENSE FEE

The District will assess no fee for the License. Licensee agrees that the District's grant of the License, and Licensee's ability to construct the Improvements and exercise the License on the Licensed Property, serve as consideration to support this Agreement.

III. DISTRICT'S RIGHTS TO LICENSED PROPERTY

A. This Agreement is expressly subject and subordinate to the present and future right of the District, its successors, assigns, lessees, grantees, and licensees, to construct, install, place, maintain, operate, repair, upgrade, modify, replace, and remove any public utility facilities, including, without limitation, water, wastewater, and drainage facilities, beneath or above the surface of the Licensed Property (the "*District's Rights*").

B. The District will take reasonable measures to prevent damage to the Improvements, however, any damage to or destruction of the Improvements by the District in the exercise of the District's Rights will be at no charge, cost, claim, or liability to the District, its agents, contractors, officers, or employees.

C. Nothing in this Agreement shall be construed to limit in any way the power of the District to alter or improve the Licensed Property pursuant to official action by the governing body of the District or its successors. The District will endeavor to provide Licensee with notice of proposed District improvements, but shall be under no obligation to do so prior to commencement of work on such improvements.

D. Notwithstanding any provision in this Agreement to the contrary, the District retains the right to enter upon the Licensed Property, at any time without notice to Licensee, and remove, without liability to the District, any of the Improvements thereof whenever such removal is deemed necessary for: (a) exercising the District's Rights; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

E. Licensee will, within 30 days following receipt of a written demand from the District, reimburse the District for the costs of any District action taken to (a) remedy a hazard or unsafe condition arising from Licensee's exercise of the License or the Improvements on the Licensed Property; or (b) remove unauthorized improvements installed by Licensee.

IV. INSURANCE

A. Upon the full execution of this Agreement and prior to Licensee's exercise of the License under this Agreement, Licensee will furnish the District with certificates of insurance and the related insurance policies, including all endorsements, on forms acceptable to the District, confirming the following minimum insurance coverage and, except with respect to worker's compensation insurance, naming the District as an additional insured entitled to the full benefit of coverage:

1)	Commercial General Liability (occurrence basis)	$1,000,000 per occurrence and $2,000,000 aggregate
2)	Vehicle Liability (occurrence basis). Policy will include liability arising out of the operation of owned vehicles	$1,000,000

B. Licensee's Commercial General Liability policy will: (1) be on a current edition of ISO form CG 00 01 12 07 or equivalent; (2) include, but not be limited to, the following coverages: premises/operations, products/completed operations, independent contractors, personal injury, contractual liability, including contractual indemnity, and explosion, collapse, underground property damage; and (3) not include the following endorsements and exclusions or equivalent: CG 22 94 or CG 22 95 (Damage to Work Performed by Subcontracts Exclusion), CG 21 39 (Contractual Limitation Endorsement), and CG 21 37 (Employees as Insureds Exclusion).

C. Licensee assumes all liability for damages arising out of the operation of owned, hired, and non-owned vehicles. Licensee further agrees to obtain auto liability insurance coverage for any hired and non-owned vehicles used in accordance with this Agreement and to provide the District with proof of such insurance.

D. All of the above-listed insurance will be maintained in force throughout the term of this Agreement and will be written by insurance companies authorized to sell insurance in the State of Texas and have an A.M. Best's rating of **B++ VII** or better. All insurance policies will provide that they may not be cancelled or modified without 10 days' prior written notice to the District and that they are primary and noncontributory over any insurance that may be carried by the District.

E. Licensee will require that all third party contactors accessing the Licensed Property, unless otherwise agreed by the District, have insurance coverage, in the following minimum amounts:

(1) Comprehensive General Liability - $1,000,000 Combined Single Limit

including

(a) Contractual Liability

(b) Broad Form Property Damage

(c) Explosion; Collapse & Underground Property Damage (as necessary)

(2) Comprehensive Automobile Liability - $1,000,000 Combined Single Limit

including:

(a) Owned vehicles

(b) Hired vehicles

(c) Non-owned vehicles

(3) Workers' Compensation - statutory amounts

(4) Employers Liability - $500,000

Licensee will obtain the District's permission to waive any of the above requirements. Licensee will obtain and keep on file a certificate of insurance which shows that each third party contractor is so insured. The certificate of insurance will name the District as an "additional insured" as to comprehensive general liability.

V. INDEMNITY

LICENSEE AGREES TO WHOLLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DISTRICT FROM ALL CLAIMS, LOSSES, FINES, PENALTIES, EXPENSES, AND LIABILITIES ARISING OUT OF DAMAGE TO THE LICENSED PROPERTY OR THE IMPROVEMENTS LOCATED THEREON, INJURY TO OR DEATH OF PERSONS (INCLUDING THE PROPERTY AND PERSONS OF THE PARTIES AND THEIR AGENTS, SERVANTS, CONTRACTORS, AND EMPLOYEES), OR LOSS OF USE OF THE LICENSED PROPERTY ARISING FROM OR RELATING TO LICENSEE'S IMPROVEMENTS OR ITS EXERCISE OF THE LICENSE UNDER THIS AGREEMENT. THE OBLIGATIONS IN THIS PARAGRAPH APPLY WHETHER ALLEGED OR ACTUAL NEGLIGENT ACTS OR OMISSIONS OF THE DISTRICT CAUSED THE LOSS IN WHOLE OR IN PART. THESE OBLIGATIONS INCLUDE, WITHOUT LIMITATION, CLAIMS BY LICENSEE'S STAFF, CREW, AGENTS, EMPLOYEES, CONTRACTORS, AND SUBCONTRACTORS AGAINST THE DISTRICT.

VI. CONDITIONS

A. Licensee will be responsible for any damage to and relocation of the Improvements on the Licensed Property. Licensee will reimburse the District for all costs of replacing or repairing any property of the District or of others which are damaged or destroyed as a result of Licensee's exercise of the License.

B. Licensee will maintain the Licensed Property and the Improvements by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense. Such removal of dead or dying plants will be completed within 30 days following receipt of a written request by the District to do so. If Licensee abandons or fails to

maintain the Licensed Property, and does not remedy such failure within 30 days following the District's written notification to Licensee, then the District may remove and/or replace all or a portion of the Improvements.

C. Licensee agrees that removal or modification of any of the Improvements on the Licensed Property will be at Licensee's sole expense. Said removal or modification will be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the District will give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee will have 30 days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to the District's complete satisfaction within the 30-day period, the District may, in addition to other remedies available herein or by law to the District: (i) perform the work; (ii) contract for the completion of the work; or (iii) terminate this Agreement. Licensee agrees to pay, within 30 days of written demand by the District, all costs and expenses incurred by the District in completing the work or contracting for the work to be completed.

VII. COMMENCEMENT; TERMINATION BY ABANDONMENT

This Agreement will begin on the Effective Date and continue thereafter for so long as the Licensed Property is used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof. If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, will expire and terminate following 30 days' written notice to the Licensee. If such abandonment has not been remedied by Licensee within such period, the District will thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee's Improvements that are not removed prior to the District's termination of the license subject of this Agreement shall be deemed property of the District as of the effective date of the District's termination.

VIII. MISCELLANEOUS

A. **Interested Parties**. Licensee acknowledges that Texas Government Code Section 2252.908 (as amended, "*Section 2252.908*") requires disclosure of certain matters by contractors entering into an Agreement with a local government entity such as the District. Licensee confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Agreement, and electronically file it with the Texas Ethics Commission ("*TEC*"); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time Licensee executes and submits the Agreement to the District. Form 1295s are available on the TEC's website at https://www.ethics.state.tx.us/filinginfo/1295/. The Agreement is not effective until the requirements listed above are satisfied and any approval or award of the Agreement by the District is expressly made contingent upon Licensee's compliance with these requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

B. **Conflicts of Interest**. Licensee acknowledges that Texas Local Government

Code Chapter 176 (as amended, "*Chapter 176*") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. Licensee confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC's website at https://www.ethics.state.tx.us/forms/conflict/, within seven days of the date of submitting the Agreement to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

C. **Verification Under Subchapter F, Chapter 2252, Texas Government Code, Relating to Contracts with Sanctioned Companies**. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code (as amended, "*Subchapter F*"), Licensee represents and warrants that, neither Licensee, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Licensee that exist to make a profit, are companies identified on a list prepared and maintained by the Comptroller under Sections 2252.153 or 2270.0201 of the Texas Government Code, as amended. The foregoing representation is made solely to comply with Subchapter F and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization. Licensee understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Licensee.

D. **Verification Under Chapter 2271, Texas Government Code, Relating to Contracts with Companies that Boycott Israel**. If required under Chapter 2271 of the Texas Government Code (as amended, "*Chapter 2271*"), Licensee represents and warrants that, at the time of execution and delivery of the Agreement, neither Licensee, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Licensee that exist to make a profit, boycott Israel or will boycott Israel during the term of the Agreement. The foregoing verification is made solely to comply with Chapter 2271. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Licensee understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Licensee.

E. **Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries**. If required under Chapter 2274 of the Texas Government Code (as amended, "*Chapter 2274*"), Licensee represents and warrants that, at the time of execution and delivery of the Agreement, neither Licensee, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Licensee that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms "discriminate against a firearm entity," "firearm entity," and "firearm trade association" have the meanings ascribed to them in Section 2274.001 of the Texas Government Code, as amended.

F. **Verification Under Chapter 2276, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies**. If required under Chapter 2276 of the Texas Government Code (as amended, "*Chapter 2276*"), Licensee represents and warrants that, at the time of execution and delivery of the Agreement, neither Licensee, nor any wholly or majority-owned subsidiary, parent company, or affiliate of Licensee

that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Chapter 2276. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

G. Compliance with Applicable Laws. Licensee will comply with all applicable federal, state, county, municipal, and District laws, regulations, and ordinances, as amended or supplemented from time to time, in performing the Services to be rendered hereunder.

H. Applicable Law. This Agreement will be construed in accordance with the laws of the State of Texas, and all obligations of the parties hereunder are performable in Travis County and Bastrop County, Texas.

I. Assignment. Neither the District nor Licensee may assign this Agreement without receiving the prior written consent of the other party.

J. Amendment. This Agreement may only be amended by written agreement executed by both parties.

K. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

L. Invalidation. In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

M. Sole Agreement. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, or written or oral agreements between the parties respecting the within subject matter, including without limitation that certain Amended and Restated License Agreement dated effective July 11, 2024. No subsequent alteration, amendment, change, deletion, or addition to this Agreement will be binding on the District or Licensee unless made in writing and signed by both the District and Licensee.

N. Counterparts. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. A signature reproduced by facsimile or other electronic format will be deemed to have the same effect as an original signature.

O. Attorney's Fees. If any action at law or in equity, including any action for declaratory relief, is brought to enforce or interpret this Agreement, the prevailing party is entitled to recover reasonable attorneys' fees and costs from the other party in addition to any other relief that may be awarded. The court may award attorneys' fees and costs in a trial of the

action or in a separate action brought to litigate the issue of attorneys' fees and costs.

P. Covenant Running with Land; Waiver of Default. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

Q. Notices. All notices, demands, consents, and reports provided for in this Agreement will be in writing and will be given to the District or Licensee at the address set forth below or at such other address as they individually may specify thereafter in writing. Such notice or other communication may be mailed by United States registered or certified mail, return receipt requested, postage prepaid and may be deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the Post Office. Such notices, demands, consents, and reports may also be delivered by hand, or by commercial air carrier, such as "Federal Express" or "UPS Express." For purposes of this Agreement notices will be deemed to have been "given" upon personal delivery thereof or 48 hours after having been deposited in the United States mail as provided above.

To Licensee at:

Harvest Ridge Residential Community, Inc.
c/o The Neighborhood Company, LLC
1119 Vintage Way
New Braunfels, Texas 78132

To the District at:

Altessa Municipal Utility District
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Attn: Kevin M. Flahive

[Signature pages follow.]

COUNTERPART SIGNATURE PAGE TO AMENDED AND RESTATED LICENSE AGREEMENT

DISTRICT:

(SEAL)

ALTESSA MUNICIPAL UTILITY DISTRICT,
a political subdivision of the State of Texas

By: _____
Curtis K. Dyer, President
Board of Directors

COUNTERPART SIGNATURE PAGE TO AMENDED AND RESTATED LICENSE AGREEMENT

ASSOCIATION:

HARVEST RIDGE RESIDENTIAL COMMUNITY, INC., a Texas non-profit corporation

By: _____
Angelica Andersson, President

AMENDED AND RESTATED MANAGEMENT SERVICES AGREEMENT

This Amended and Restated Management Services Agreement ("*Agreement*") is entered into effective this 13th day of March, 2025 (the "*Effective Date*") by and between Altessa Municipal Utility District, a political subdivision of the State of Texas (the "*District*"), and Harvest Ridge Residential Community, Inc., a Texas non-profit corporation (the "*Association*"), and is as follows:

RECITALS

A. The Association is the homeowners' association established to administer the affairs of Harvest Ridge, a subdivision located in Bastrop and Travis Counties ("*Harvest Ridge*"). Harvest Ridge is located wholly within the boundaries of the District. The Association is responsible for the management, operation, maintenance, and repair of certain amenities within the boundaries of the District for the benefit of its members.

B. The District is the owner of: (i) Lots 28 and 59, Block A, AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE, a subdivision in Bastrop and Travis Counties, according to the plat recorded under Cabinet 7, Pages 206-A, 206-B, 207-A, 207-B, and 208-A, Plat Records of Bastrop County, Texas, and under Document No. 202200242, Official Public Records of Travis County, Texas; (ii) Lot 16, Block G; Lot 10, Block H; Lot 6, Block J, and Lot 8, Block P, FINAL PLAT OF HARVEST RIDGE SUBDIVISION SECTION TWO, a subdivision in Bastrop and Travis Counties, according to the plat recorded under Cabinet 7, Pages 230-B, 231-A, 231-B, 232-A, 232-B, and 233-A, Plat Records of Bastrop County, Texas, and under Document No. 202200342, Official Public Records of Travis County, Texas; (iii) Lot 9, Block M, Lot 10, Block N, Lot 24, Block P, and Lot 4, Block S, FINAL PLAT OF HARVEST RIDGE SUBDIVISION SECTION THREE, a subdivision in Bastrop County, according to the plat recorded under Cabinet 7, Pages 224-B, 225-A, 225-B, and 226-A, Plat Records of Bastrop County, Texas; and (iv) Lot 64, Block P, FINAL PLAT OF HARVEST RIDGE SUBDIVISION SECTION FOUR, a subdivision in Bastrop County, according to the plat recorded under Cabinet 8, Pages 90-A, 90-B, 91-A, 91-B, and 92-A, Plat Records of Bastrop County, Texas (collectively, the "*Property*").

C. The Property contains or will contain various water quality facilities, water quality and/or detention ponds, parks, trails, open space, and certain other facilities, or certain components of each of the foregoing, all as more particularly described on **Exhibit "A"** attached hereto (collectively, the "*Facilities*"), constructed on behalf of and owned by the District for the benefit of its residents. All of the members of the Association are residents of the District, and all of the residents of the District are members of the Association. Accordingly, all members of the Association and residents of the District are entitled to use and/or may benefit from the Facilities in accordance with rules and regulations promulgated by the District.

D. The Association and the District believe that there are efficiencies and mutual benefits in the Association managing the operation, maintenance, and repair of the Facilities along with the amenities owned by the Association. Accordingly, the District desires to retain the Association to provide management, operation, maintenance, and repair services for the Facilities and the Association desires to provide such services in accordance with the terms and provisions hereof.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and other good and valuable consideration, the District and the Association agree as follows:

ARTICLE I.
SERVICES

A. Services. The Association agrees to provide management, operation, maintenance, and repair services for the Facilities located on the Property (the "*Services*"), which Services include: (i) mowing and landscaping; (ii) maintenance and repair; and (iii) clearing of debris and litter. The Association will not perform any Major Repairs (defined below), nor will it take any action that modifies the function or structural integrity of any drainage or water quality facilities. The Association will perform the Services in an efficient, commercially reasonable manner that is satisfactory to the District. The Association will endeavor to act in the District's best interests in carrying out its obligations hereunder. In this capacity, the Association will deal at arm's length with all third parties and the Association will endeavor to serve the District's interests at all times. If, in the District's sole discretion, the Association fails to provide the Services within a reasonable timeframe, the District may provide the Association with written notice of such failure. If the failure is not remedied within 15 days of receipt of the notice, the District may, without liability to the District, remedy the failure and receive reimbursement from the Association for the costs incurred for such remedy. The Association will reimburse the District for its costs incurred remedying the failure within 30 days following the Association's receipt of a written demand from the District.

B. Major Repairs. A "*Major Repair*" is a repair to any of the Facilities (excluding mowing and landscaping) that is reasonably expected to cost over $10,000. The District will perform all Major Repairs at its sole cost and expense. Upon determining that a Major Repair is or may be necessary, the Association will promptly notify the District of the need for the repair. The District will determine, in its sole discretion, whether the Major Repair is in fact necessary and, if so, will perform the repair.

ARTICLE II.
APPROVED BUDGET & CONTRACTS

A. Approved Budget. In order to ensure that the Association allocates funds appropriately in performing the Services, the Association: (i) has prepared, and the District has approved, the 2024 budget attached hereto as **Exhibit "B"**; and (ii) has proposed, but the District has not yet approved, the 2025 budget attached hereto as **Exhibit "C"** (collectively, the "*Proposed 2025 Budget*"). The Association will provide a budget for review and approval by the District for each calendar year on or before November 1st of each year. The Association agrees to use commercially reasonable efforts to ensure that the actual costs of providing the Services are as close to the budgeted amount of each accounting category and the total budgeted amount as possible. All costs and expenses incurred in connection with the Association's Services provided under this Agreement will be borne by the Association. Accordingly, the Association agrees that it will levy and collect assessments or dues sufficient to provide the Services in accordance with the Proposed 2025 Budget and future approved budgets.

B. Third Party Contracts. The Association has no employees, but will contract with a third party manager (the "*Manager*") to enable it to properly, adequately, safely, and economically manage, operate, maintain, repair, and account for the Facilities and contract with

other third party vendors in order to provide the Services. All matters pertaining to contracting with the Manager and the third party providers are the responsibility of the Association. All third party contracts will be in the name of the Association and the District will have no liability arising under those contracts. The Association will indemnify and hold the District harmless from any liability arising out of or resulting from any third party contracts entered into by Association for the purpose of performing the Services. Such indemnification obligation includes, but is not limited to, indemnifying and holding the District harmless from any mechanic or materialman's lien filed against any District property arising out of such contracts. The Association will cause any such lien to be promptly released. The Association will provide the District with a copy of all third party contracts upon request.

ARTICLE III.
TERM

A. Term. The term of this Agreement will commence on the Effective Date and expire on September 30, 2028 (the "*Initial Term*"), unless sooner terminated in accordance Article III, Section B, below. After the Initial Term, this Agreement will continue from month to month, until either party gives 30 days' written notice of such party's desire to terminate this Agreement.

B. Termination. The Association may terminate this Agreement prior to the expiration of the Initial Term by giving 90 days' written notice to the District. The District may terminate this Agreement prior to the expiration of the Initial Term by giving 30 days' written notice to the Association. The foregoing notwithstanding, this Agreement may be terminated by the District at any time based on the Association's refusal to perform, gross negligence, intentional misconduct, or fraud in the performance of its duties, or its distressed financial condition by delivery of written notice to the Association, and any such termination will be effective immediately upon delivery of the notice.

ARTICLE IV.
REPORTING

The Association will submit quarterly reports to the District describing Services provided and expenses incurred during the prior calendar quarter, which will include a comparison of the budgeted expenses to the actual expenses (the "*Quarterly Reports*"). The Quarterly Reports will be in form reasonably acceptable to the District. The Quarterly Reports will be submitted on each January 1, April 1, June 1, and September 1 of each year during the term of this Agreement. In addition, the Manager will attend Board meetings of the District quarterly or more often as requested by the District.

ARTICLE V.
INSURANCE

A. The Association's Insurance. Upon the full execution of this Agreement and prior to providing any Services under this Agreement, the Association will furnish the District with certificates of insurance and the related insurance policies, including all endorsements, on forms acceptable to the District, confirming the following minimum insurance coverage and, except with respect to worker's compensation insurance, naming the District as an additional insured entitled to the full benefit of coverage:

(1)	General Liability (occurrence basis)	$1,000,000 per occurrence and $2,000,000 aggregate

(2) Vehicle Liability (occurrence basis). Policy will include liability arising out of the operation of owned vehicles — $1,000,000

The Association's Commercial General Liability policy will: (1) be on a current edition of ISO form CG 00 01 12 07 or equivalent; (2) include, but not be limited to, the following coverages: premises/operations, products/completed operations, independent contractors, personal injury, contractual liability, including contractual indemnity, and explosion, collapse, underground property damage; and (3) not include the following endorsements and exclusions or equivalent: CG 22 94 or CG 22 95 (Damage to Work Performed by Subcontracts Exclusion), CG 21 39 (Contractual Limitation Endorsement), and CG 21 37 (Employees as Insureds Exclusion).

The Association assumes all liability for damages arising out of the operation of owned, hired, and non-owned vehicles. The Association further agrees to obtain auto liability insurance coverage for any hired and non-owned vehicles used in accordance with this Agreement and to provide the District with proof of such insurance.

All of the above-listed insurance will be maintained in force throughout the term of this Agreement and will be written by insurance companies authorized to sell insurance in the State of Texas and have an A.M. Best's rating of **B++ VII** or better. All insurance policies will provide that they may not be cancelled or modified without 10 days' prior written notice to the District and that they are primary and noncontributory over any insurance that may be carried by the District.

B. **Indemnity. THE ASSOCIATION AGREES TO WHOLLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DISTRICT FROM ALL CLAIMS, LOSSES, FINES, PENALTIES, EXPENSES, AND LIABILITIES ARISING OUT OF DAMAGE TO PROPERTY, INJURY TO OR DEATH OF PERSONS (INCLUDING THE PROPERTY AND PERSONS OF THE PARTIES AND THEIR AGENTS, SERVANTS, CONTRACTORS, AND EMPLOYEES), OR LOSS OF USE OF PROPERTY ARISING FROM OR RELATING TO THE SERVICES TO BE PERFORMED BY THE ASSOCIATION UNDER THIS AGREEMENT. THE OBLIGATIONS IN THIS PARAGRAPH APPLY WHETHER ALLEGED OR ACTUAL NEGLIGENT ACTS OR OMISSIONS OF THE DISTRICT CAUSED THE LOSS IN WHOLE OR IN PART. THESE OBLIGATIONS INCLUDE, WITHOUT LIMITATION, CLAIMS BY THE ASSOCIATION'S STAFF, CREW, AGENTS, EMPLOYEES, AND SUBCONTRACTORS AGAINST THE DISTRICT.**

C. Third Party Contractor's Insurance. The Association will require that all third party contactors providing Services for the Facilities, unless otherwise agreed by the District, have insurance coverage, in the following minimum amounts:

(1) Comprehensive General Liability - Combined Single Limit including — $1,000,000
   (a) Contractual Liability
   (b) Broad Form Property Damage
   (c) Explosion; Collapse & Underground Property Damage (as necessary)

(2)	Comprehensive Automobile Liability - Combined Single Limit including: (a) Owned vehicles (b) Hired vehicles (c) Non-owned vehicles	$1,000,000
(3)	Workers' Compensation -	statutory amounts
(4)	Employers Liability -	$500,000

The Association will obtain the District's permission to waive any of the above requirements. The Association will obtain and keep on file a certificate of insurance which shows that each third party contractor is so insured. The certificate of insurance will name the District as an "additional insured" as to comprehensive general liability.

D. District Insurance. The District, at its expense, will secure general liability insurance coverage and property insurance in such amounts the District determines in its reasonable discretion.

E. Waiver of Subrogation. Each of the Association and the District will secure a waiver of subrogation endorsement for its insurance that each carries in accordance with this Agreement to the extent such endorsement is available.

ARTICLE VI.
MISCELLANEOUS

A. Interested Parties. The Association acknowledges that Texas Government Code Section 2252.908 (as amended, "*Section 2252.908*") requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. The Association confirms that it has reviewed Section 2252.908 and, if required to do so, will (1) complete a Form 1295, using the unique identification number specified on page 1 of the Agreement, and electronically file it with the Texas Ethics Commission ("*TEC*"); and (2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time the Association executes and submits the Agreement to the District. Form 1295s are available on the TEC's website at https://www.ethics.state.tx.us/filinginfo/1295/. The Agreement is not effective until the requirements listed above are satisfied and any approval or award of the Agreement by the District is expressly made contingent upon Association's compliance with these requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

B. Conflicts of Interest. The Association acknowledges that Texas Local Government Code Chapter 176 (as amended, "*Chapter 176*") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. The Association confirms that it has reviewed Chapter 176 and, if required to do so, will complete and return Form CIQ promulgated by the TEC, which is available on the TEC's website at https://www.ethics.state.tx.us/forms/conflict/, within seven days of the date of submitting the Agreement to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

C. Verification Under Subchapter F, Chapter 2252, Texas Government Code, Relating to Contracts with Sanctioned Companies. For purposes of Subchapter F of Chapter 2252 of the Texas Government Code (as amended, "*Subchapter F*"), the Association represents

and warrants that, neither the Association, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Association that exist to make a profit, are companies identified on a list prepared and maintained by the Comptroller under Sections 2252.153 or 2270.0201 of the Texas Government Code, as amended. The foregoing representation is made solely to comply with Subchapter F and excludes companies that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan, Iran, or a foreign terrorist organization. The Association understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Association.

D. Verification Under Chapter 2271, Texas Government Code, Relating to Contracts with Companies that Boycott Israel. If required under Chapter 2271 of the Texas Government Code (as amended, "*Chapter 2271*"), the Association represents and warrants that, at the time of execution and delivery of the Agreement, neither the Association, nor any wholly or majority-owned subsidiary, parent company, or affiliate of the Association that exist to make a profit, boycott Israel or will boycott Israel during the term of the Agreement. The foregoing verification is made solely to comply with Chapter 2271. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Association understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Association.

E. Verification Under Chapter 2274, Texas Government Code, Relating to Contracts with Companies that Discriminate Against the Firearm and Ammunition Industries. If required under Chapter 2274 of the Texas Government Code (as amended, "*Chapter 2274*"), the Association represents and warrants that, at the time of execution and delivery of the Agreement, neither the Association, nor any wholly or majority-owned subsidiary, parent company, or affiliate of the Association that exists to make a profit, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will discriminate during the term of the Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274. As used in the foregoing verification, the terms "discriminate against a firearm entity," "firearm entity," and "firearm trade association" have the meanings ascribed to them in Section 2274.001 of the Texas Government Code, as amended.

F. Verification Under Chapter 2276, Texas Government Code, Relating to Contracts With Companies Boycotting Certain Energy Companies. If required under Chapter 2276 of the Texas Government Code (as amended, "*Chapter 2276*"), the Association represents and warrants that, at the time of execution and delivery of the Agreement, neither the Association, nor any wholly or majority-owned subsidiary, parent company, or affiliate of The Association that exists to make a profit, boycott energy companies or will boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Chapter 2276. As used in the foregoing verification, "boycott energy companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law or (2) does business with a company described in the preceding section (1).

G. Compliance with Applicable Laws. The Association will comply with all applicable federal, state, county, municipal, and District laws, regulations, and ordinances, as amended or supplemented from time to time, in performing the Services to be rendered hereunder.

H. Applicable Law. This Agreement will be construed in accordance with the laws of the State of Texas, and all obligations of the parties hereunder are performable in Travis County and Bastrop County, Texas.

I. Assignment. Neither the District nor the Association may assign this Agreement without receiving the prior written consent of the other party.

J. Amendment. This Agreement may only be amended by written agreement executed by both parties.

K. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

L. Invalidation. In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

M. Sole Agreement. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, or written or oral agreements between the parties respecting the within subject matter. No subsequent alteration, amendment, change, deletion, or addition to this Agreement will be binding on the District or the Association unless made in writing and signed by both the District and the Association.

N. Counterparts. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. A signature reproduced by facsimile or other electronic format will be deemed to have the same effect as an original signature.

O. Attorney's Fees. If any action at law or in equity, including any action for declaratory relief, is brought to enforce or interpret this Agreement, the prevailing party is entitled to recover reasonable attorneys' fees and costs from the other party in addition to any other relief that may be awarded. The court may award attorneys' fees and costs in a trial of the action or in a separate action brought to litigate the issue of attorneys' fees and costs.

P. Notices. All notices, demands, consents, and reports provided for in this Agreement will be in writing and will be given to the District or the Association at the address set forth below or at such other address as they individually may specify thereafter in writing. Such notice or other communication may be mailed by United States registered or certified mail, return receipt requested, postage prepaid and may be deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the Post Office. Such notices, demands, consents, and reports may also be delivered by hand, or by commercial air carrier, such as "Federal Express" or "UPS Express." For purposes of this Agreement notices will be

deemed to have been "given" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mail as provided above.

[COUNTERPART SIGNATURE PAGES FOLLOW]

COUNTERPART SIGNATURE PAGE TO AMENDED AND RESTATED MANAGEMENT SERVICES AGREEMENT

DISTRICT:

(SEAL)

ALTESSA MUNICIPAL UTILITY DISTRICT,
a political subdivision of the State of Texas

By: _____
Curtis K. Dyer, President
Board of Directors

Address: c/o Armbrust & Brown, PLLC
100 Congress Ave., Suite 1300
Austin, Texas 78701

COUNTERPART SIGNATURE PAGE TO AMENDED AND RESTATED MANAGEMENT SERVICES AGREEMENT

ASSOCIATION:

HARVEST RIDGE RESIDENTIAL COMMUNITY, INC., a Texas non-profit corporation

By: _____
Angelica Andersson, President

Address: c/o The Neighborhood Company, LLC
1119 Vintage Way
New Braunfels, Texas 78132

EXHIBIT "A"
FACILITIES

AMENDED PLAT OF HARVEST RIDGE SUBDIVISION SECTION ONE:

Lot 28, Block A: All grass, plantings, and any irrigation systems located thereon, it being understood and agreed that the Association will not perform any maintenance or repair of the drainage channel structure located thereon.

Lot 59, Block A: All grass, plantings, and any irrigation systems, site furnishings, lighting, trails, sidewalks, docks, pond fountain, and hardscaping located thereon, it being understood and agreed that the Association will not perform any maintenance or repair of the drainage channel structure located thereon.

FINAL PLAT OF HARVEST RIDGE SUBDIVISION SECTION TWO:

Lot 16, Block G: All fencing, lighting, trails, grass, plantings, and any irrigation systems located thereon, it being understood and agreed that the Association will not perform any maintenance or repair of the drainage channel structure located thereon.

Lot 10, Block H: The dog park, fencing, site furnishings, lighting, grasses, plantings, landscaping, trails, hardscaping, and any irrigation systems located thereon, it being understood and agreed that the Association will not perform any maintenance or repair of the drainage channel structure located thereon.

Lot 6, Block J: All grass, plantings, and any irrigation systems located thereon, it being understood and agreed that the Association will not perform any maintenance or repair of the drainage channel structure located thereon.

Lot 8, Block P: All grass, plantings, landscaping, and any irrigation systems located thereon.

FINAL PLAT OF HARVEST RIDGE SUBDIVISION SECTION THREE:

Lot 9, Block M: All grass, plantings, and any irrigation systems located thereon, it being understood and agreed that the Association will not perform any maintenance or repair of the drainage channel structure located thereon.

Lot 10, Block N: All grass, plantings, and any irrigation systems located thereon, it being understood and agreed that the Association will not perform any maintenance or repair of the drainage channel structure located thereon.

Lot 24, Block P: All grass, plantings, and any irrigation systems located thereon, it being understood and agreed that the Association will not perform any maintenance or repair of the drainage channel structure located thereon.

Lot 4, Block S: All grass, plantings, and any irrigation systems located thereon, it being understood and agreed that the Association will not perform any maintenance or repair of the drainage channel structure located thereon.

FINAL PLAT OF HARVEST RIDGE SUBDIVISION SECTION FOUR:

Lot 64, Block P: All trails, grass, plantings, and any irrigation systems located thereon, it being understood and agreed that the Association will not perform any maintenance or repair of the detention pond located thereon.

EXHIBIT "B"
APPROVED 2024 BUDGET

HARVEST RIDGE		
2024 APPROVED BUDGET		
Operating Accounts		
Income Accounts		
Income		
	Homeowner Assessment	$122,640.00
	Prorated Assessments	$55,440.00
	Working Capital	$39,600.00
	Contribution from Developer	$285,367.00
Income Accounts Total		**$503,047.00**
Expense Accounts		
Landscaping & Groundskeeping		
	Landscape Contract	$185,400.00
	Additional Landscape Areas	$22,000.00
	Drainage Area Landscaping	$2,000.00
	Irrigation and Lights	$3,500.00
	General Maintenance and Repairs	$1,000.00
	Pest Control	$810.00
Pool		
	Pool Maintenance Contract	$35,856.00
	Pool Chemicals/Supplies	$12,000.00
	Pool Repairs & Maintenance	$1,000.00
Amenity Center		
	Amenity Center Access	$1,000.00
	Janitorial Services	$12,000.00
	Janitorial Supplies	$3,000.00
Lifestyle Programs and Events		
	Programs and Events	$24,000.00
Utilities		
	Electric - Irrigation and Lights	$10,000.00
	Electric - Street Lights	$3,200.00
	Water	$25,000.00
	Trash	$1,200.00
	Telephone/Interent	$1,000.00
Administrative		
	General & Administrative	$500.00
	Federal and Franchise Tax	$350.00
	Management Fee - Fixed Contract	$18,000.00
	Management Fee - Variable Per Lot	$18,000.00
	Lifestyle Manager	$90,000.00
	SmartWebs Violation Mgmt System	$1,032.00
Insurance		
	Property	$19,453.00
	D&O and Fidelity	$1,500.00
	General Liability	$5,133.00
	Umbrella	$1,972.00
	Crime	$341.00
Taxes		
	Property Taxes	$1,800.00
Pond		
	Pond Maintenance	$1,000.00
Expense Accounts Total		**$503,047.00**
Operating Accounts Net		**$0.00**

FINAL

2024 Assessment Rate: $210/qtr-$840/yr

EXHIBIT "C"
PROPOSED 2025 BUDGET

HARVEST RIDGE 2025 2025 PROPOSED BUDGET	
Operating Accounts	
Income Accounts	
Income	
Homeowner Assessment	$266,280.00
Prorated Assessments	$54,600.00
Working Capital	$33,000.00
Legal Fees	$1,000.00
Contribution from Developer	$295,489.00
Income Accounts Total	**$650,369.00**
Expense Accounts	
Landscaping & Groundskeeping	
Landscape Contract	$226,349.00
Additional Landscape Areas	$35,000.00
Irrigation and Lights	$5,000.00
Pest Control	$1,900.00
Pool	
Pool Maintenance Contract	$35,200.00
Pool Supplies/Chemicals	$20,000.00
Pool Repairs & Maintenance	$3,000.00
Pool Monitoring	$2,500.00
Amenity Center	
Amenity Center Access	$1,476.00
Janitorial Services	$19,200.00
Janitorial Supplies	$1,000.00
General Maint & Repairs	$3,038.00
Lifestyle Programs and Events	
Programs and Events	$24,000.00
Utilities	
Electric - Irrigation and Lights	$37,908.00
Electric - Street Lights	$5,700.00
Water	$45,432.00
Telephone/Internet/Hulu	$1,325.00
Administrative	
General & Administrative	$500.00
Federal and Franchise Tax	$350.00
Beneficial Owner Report	$350.00
Legal- General Counsel	$500.00
Legal- Collections	$1,000.00
Mgmt Fee - Fixed Contract	$18,000.00
Mgmt Fee - Variable Per Lot	$33,480.00
Lifestyle Manager	$75,600.00
SmartWebs Violation System	$3,171.00
Insurance	
Property, General Liability (Package)	$31,000.00
D&O	$1,500.00
Umbrella	$2,749.00
Crime	$341.00
Taxes	
Property Taxes	$1,800.00
Pond	
Pond Maintenance	$12,000.00
Expense Accounts Total	**$650,369.00**
Operating Accounts Net	**$0.00**

DRAFT

2024 Assessment Rate: $210/qtr - $840/yr
2025 Proposed Assessment Rate: No Increase

Pending Board Approval