

THE STATE OF TEXAS §
COUNTY OF COMAL §

RECITALS

B. Declarant desires to establish certain covenants, conditions, easements, and restrictions with respect to the Property and any Tract on the terms and conditions hereinafter set forth, for the perpetual benefit of all present and Owners, as defined herein.

ARTICLE I
GENERAL RESTRICTIONS AND RELATED MATTERS

c. No structure of a temporary character such as a trailer, mobile home, manufactured home, shack, garage, barn, or other outbuilding shall be used on any Tract at any time as a residence, either temporarily or permanently. No single-family dwelling previously constructed elsewhere may be

moved on any Tract. This covenant prohibits the use of a mobile home or manufactured home as a residence, either temporarily or permanently.

d. No commercial quarrying or mining operations of any kind shall be permitted on any portion of the Property.

e. No building, improvement, or other structure of any kind, except fences, driveways, gates, entryways, mailboxes, and monuments, shall be located on any tract within one hundred (100) feet of any perimeter boundary line of any tract.

g. No hunting blinds, feeders, wildlife traps, or similar wildlife equipment shall be located on any tract within one hundred (100) feet of any perimeter boundary line of any Tract.

h. No trash, garbage, construction debris, rubbish, abandoned junk cars, or any refuse may be dumped, disposed of, kept, stored, located on or maintained on any portion of any Tract so as to be visible from adjoining Tracts. No refuse shall be burned on any portion of the Property at any time except in accordance with the regulations of Comal County, Texas. All trash, garbage and other refuse shall be removed from the Property and properly disposed of in the appropriate local landfill or other disposal facility.

i. No portion of the Property shall ever be used as a junkyard, landfill, storage yard, salvage yard, shooting range (except normal hunting activity of the owner and its guests and tenants), any commercial purposes, manufacturing, warehouse, recreational vehicle park, industrial purposes, a nuisance, or any use inconsistent with a residential, farming, hunting, ranching, and similar use.

j. No domestic pigs of any kind shall be allowed on any Tract. Meat or dairy cattle, horses, and sheep shall be permitted provided not more than one (1) such animal shall be permitted for each acre owned by an Owner. No more than fifteen (15) goats shall be allowed on a Tract. Owner shall construct pens, fences, barns, or other similar Improvements to ensure such animals shall not be allowed to leave the Tract.

k. No noxious, offensive, or dangerous activity shall be carried on upon any Tract, nor shall anything be done thereon which is or may become an annoyance or nuisance to an Owner of a Tract. This includes builders and construction workers working after daylight hours. No Owner shall do any act or any work that will impair any easement or hereditaments, or do any act or allow any condition to exist which will adversely affect the other Tracts or their Owners.

l. No cellular tower or other type of commercial tower, including, but not limited to commercial windmills, wind turbines and similar equipment and fixtures customarily used and associated with wind farms shall be erected, maintained, operated, or placed upon the Property.

m. No commercial hunting, trapping, or leasing of any tract.

n. Nothing in this Declaration shall prevent the rental of any Tract and the Improvements thereon by the Owner thereof for single family residential purposes; provided however, all lessees shall be and are hereby bound to comply fully with the terms, covenants, and restrictions of this Declaration. During any period when a Tract or Improvements are rented or leased, the Owner of the Tract shall remain liable for complying with all terms of the Declaration.

(i.) “Improvement” or “Improvements” shall mean or refer to all structures or other improvements to any portion of the Property, whether above or below grade, including, but not limited to, buildings, barns, carports, fences, pens, walls, well houses, entryways, gates, exterior lighting, flag poles, recreation areas, utility installations (including, without limitation, water, telephone, electric, satellite, propane gas tanks and systems, and septic tanks and systems), driveways, and any exterior additions, including any changes or alterations thereto.

(ii.) “Single Family Dwelling” shall mean and refer to any Improvement on a Tract which is designed and intended for use and occupancy as a residence by one individual, by a single family, or by individuals related by blood, marriage, or adoption, who are maintaining a common household.

1.2 **Residential Restrictions.**

a. All Tracts shall be improved and used principally for single family residential purposes. Except the use of a room within a Single Family Dwelling as an in-home office rendering personal services solely by the Owner or a professional business conducted solely by an Owner, or in an office studio, which office use is secondary to the residential use of the Tract, no business, commercial, industrial, trade, professional or other nonresidential activity or use of any nature, type, kind or description shall be conducted upon a Tract or from any Single Family Dwelling or within any Improvement located or constructed on any Tract. No signs of any type advertising or describing in any way the personal services rendered, or professional services conducted by the owner shall be placed anywhere on a Tract or within or upon the Single-Family Dwelling or any other Improvement on a Tract. Notwithstanding the above, a Tract may be used for growing and processing of various agricultural products and commodities for commercial purposes, including, by way of illustration (but not limitation), vineyards, orchards (including, fruits and nuts), farming operations (including vegetable farming), and cropland operations (including, small grain crops, sorghum hay, improved pasture hay, and row crop); provided that, (i) such use does not significantly increase traffic flow to and from any Tract, and (ii) no Tract shall be open to the public for the harvesting and/or purchasing of any such agricultural products and commodities.

b. The following subsections (i) – (iv) shall apply to Single Family Dwellings and Improvements constructed on the Property after the execution of this Declaration:

- i. All Single-Family Dwellings constructed on the Property after the execution of this Declaration shall be built in place on the Tract and have slab foundations.
- ii. All Single-Family Dwellings and other Improvements shall be constructed of recognized standard construction quality. New construction materials (except stone or brick) shall be used in constructing any Single-Family Dwelling or Improvement situated on a Tract.
- iii. All Single-Family Dwellings shall contain not less than 750 square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks and garages. Notwithstanding the foregoing, after construction of a Single-Family Dwelling complying with the square footage requirements of this paragraph, a second Single Family Dwelling to be occupied as a mother-in-law home or guest house, containing a minimum of 500 square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks and garages may be constructed on a Tract.

iv. All Improvements located, erected, constructed and installed upon any Tract shall conform to and comply with all applicable governmental regulations, rules, and ordinances, including, without limitation, all building and zoning requirements. All activities of the Owners, and those of their tenants, invitees, agents, employees, and contractors on or about the Property shall comply with all applicable governmental regulations, rules, and ordinances.

c. Pens, fences, barns and stables and other similar Improvements intended for the housing and protection of domestic livestock, and structures for the storage and housing of equipment, machinery, and vehicles may be made or erected on a tract prior to construction of a single-family dwelling. The exterior building materials of barns and stables and other similar improvements intended for the housing and protection of domestic livestock, and structures for the storage and housing of equipment, machinery, and vehicles constructed on the Property after the execution of this Declaration shall be constructed entirely or in a combination of standard architectural building materials and shall include but not be limited to: quality metal siding panels, wooden siding/shingle/lapping, architectural fiber cement board or siding systems and masonry or masonry veneer as defined herein. Any fences shall be constructed of new material and shall be completed and maintained in a good and workmanlike manner, regarding quality and appearance.

1.3 **Utility Easement.** Declarant for itself and its successors and assigns has and by these presents does declare and grant a perpetual, non-exclusive easement and right-of-way (the “**Utility Easement**”) over and across that certain portion of the Property being twenty (20) feet on each side of the perimeter boundary lines of all of the Tracts of the Property for the purposes of constructing, reconstructing, installing, maintaining, inspecting, replacing and removing water services, sewer services, utility services, and appurtenance thereto, together with the right of ingress and egress over and along the Property for such purposes. Declarant further reserves the right to grant similar easements and rights-of-way upon the Property to providers of utility, sewer, or water services. Declarant shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted. Notwithstanding anything to the contrary herein, these easements shall not entitle the holders to construct or install any of the foregoing systems, facilities or utilities over, under or through any existing residence on a Tract or damage improvements on a Tract resulting from the exercise of these easements shall promptly be repaired by, and at the expense of, the person exercising these easements. The exercise of these easements shall not unreasonably interfere with the use of any Tract. **Declarant specifically disclaims the doctrine of merger with regard to the grant of the easements and other matters contained herein. Notwithstanding the status of Declarant’s present or future ownership of the Property or a Tract, it being the intention of Declarant and future owners of the Property, and their successors and assigns, that the grant of the easements and other matters contained herein shall continue as a valid and subsisting right and obligation of the owners of the Property, and their successors and assigns.**

1.1 1.4 **Roadway Easement.** Declarant for itself and its successors and assigns has and by these presents does declare and grant a perpetual, non-exclusive easement and right-of-way over and across that certain portion of the Property being described on **Exhibit “B”** attached hereto and incorporated herein for all purposes (the “**Roadway**”) for the common use of all Owners to provide ingress, egress and regress to the Tracts, and does hereby grant to all such Owners, their heirs, successors and assigns, and their agents, licensees, guests, tenants, invitees and permittees, the free nonexclusive and uninterrupted use, liberty, privilege and easement of passage in and along the Roadway, together with free ingress, egress and regress, over and across the same, at all times and seasons forever, in, along, upon and out of said way (the “**Roadway Easement**”). The right to use and enjoy the Roadway Easement, as well as the obligations hereunder shall exist in favor of and shall inure to the benefit of the Owners, and each of them, and each of their respective heirs, successors and assigns, and their respective agents, licensees, tenants, guests, invitees and permittees in common with each other, the Declarant, the Declarant’s successors and assigns, and their respective

agents, licensees, tenants, guests, invitees and permittees. The Roadway Easement shall further be deemed an easement appurtenant to the Property, and the added Property and each and every portion thereof. The right of ingress and egress provided by the Roadway Easement may be exercised by any reasonable means, whether now in existence or known or whether by a means which may come into existence in the future, and regardless of any increased burden which may result from such use. The Roadway Easement a declared and granted herein shall be and is perpetual. The Roadway Easement declared and granted herein is not intended by Declarant and it is not and shall not be an easement declared and granted for the public's benefit. The Roadway Easement, all rights, privileges, and obligations declared and granted herein and all rights and privileges appurtenant thereto shall, subject to the limitations set forth above, constitute a covenant running with the land. The Roadway shall be maintained in a good, usable and reasonable condition, without ruts, potholes, drainage damage or similar impediments or defects ("Maintenance Requirements") by the Owners. Decisions regarding Maintenance Requirements, or any additional improvements that will be shared by the Owners will require the approval of at least two-thirds (2/3) of the surface area of the land within the Property. All cost of such work and improvements shall be shared by the Owners in accordance with their proportionate percentages based on acreage owned over the entire Property (the "Percentage Interest"). An Owner's Percentage Interest for costs is due on demand by the Owner performing any work, and bears interest at eighteen percent per annum beginning thirty days from the date of demand until paid. The Owner, their heirs, successors, and assigns of any Tract upon which the Roadway and Roadway Easement are located sits shall be burdened by the Roadway Easement. No improvements of any kind shall be constructed or installed within the Roadway Easement. Nothing contained herein will be deemed to be a gift or dedication of any portion of the Properties to or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement will be strictly limited to and for the purposes expressed herein. **Notwithstanding any provision in this Declaration to the contrary, Declarant may in writing filed of record referring to this Declaration by volume and page number, expressly assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder. Upon assignment by Declarant of any or all of Declarant rights, the Declarant shall no longer be liable for performance of such assigned rights provided that the assignee expressly assumes in the recorded assignment the obligations of Declarant that are assigned.**

ARTICLE II MISCELLANEOUS

2.1 **General Terms.** The following general terms shall apply to the Property and this Declaration and shall be binding on the parties hereto and all future owners of any part of the Property:

- a. Each Owner shall comply strictly with the provisions of these restrictions as the same may be amended from time to time, and shall ensure its agents, licensees, guests, tenants, invitees, and permittees comply with these restrictions. Failure to comply with any provision of this Declaration shall constitute a violation of the Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by an aggrieved Owner or Declarant. Declarant makes no warranty or representation as to the present or future validity or enforceability of the Declaration, its terms or provisions. Each Owner acquiring a Tract in reliance on this Declaration, its terms and provisions shall assume all risks of the possible amendment, validity and enforceability thereof, as well as the possibility that variances from the restrictions contained in this Declaration may be granted from time to time; and, by acquiring the Tract, each Owner agrees to hold Declarant harmless from any damages resulting from any amendment to, variances from, or invalidity or unenforceability of this Declaration.

b. Duration. The covenants, conditions, easements and restrictions of this Declaration shall run with and bind the land comprising the Property which is subject to this Declaration and the owners of any land subject to this Declaration, and such owner's respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date that this Declaration is recorded, after which time said covenants and other provisions of this Declaration shall be automatically extended for successive periods of ten (10) years each unless an instrument executed and acknowledged by the owners of two-thirds (2/3) of the surface area of the land within the Property terminating this Declaration or parts thereof has been recorded in the office of the County Clerk of Comal County, Texas; provided, however, that no such agreement to terminate or change the terms of this Declaration, as may be amended, in whole or in part, shall be effective unless so made and recorded at least ninety (90) days in advance of the effective date of such termination or change.

c. Amendments. Except as set forth above, this Declaration may be terminated, modified, amended and/or changed, in whole or in part, only by written instrument describing such termination, modification, amendment or change which shall have been executed and acknowledged by the owners of not less than two-thirds (2/3) of the surface area of the land within the Property and recorded in the office of the County Clerk of Comal County, Texas; provided, however if Declarant owns five percent (5%) or more of the surface area of the Property which is subject to this Declaration, no termination, amendment, modification or change of this Declaration shall be effective unless and until the instrument purporting to affect such termination, amendment, modification or change shall have been executed and acknowledged by Declarant. In addition, if Declarant owns five percent (5%) or more of the surface area of the Property which is subject to this Declaration, Declarant may terminate, modify, amend or change the Declaration, in whole or in part, by written instrument describing such termination, modification, amendment or change executed solely by the Declarant and no consent from any other owners shall be required or needed for such written instrument to be effective. If Declarant owns less than five percent (5%) of the surface area of the Property at any time, then the rights of Declarant under this Section 2.1(c) shall terminate upon the expiration of two (2) years after the date Declarant's ownership was reduced to less than five percent (5%), but not before such time.

d. Notwithstanding anything to the contrary, Declarant shall have the right at any time, at its sole discretion and without any joinder or consent of any other party, to amend this Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant, in its sole discretion. Said amendment shall be effective upon filing of the instrument containing such amendment in the office of the County Clerk of Comal County, Texas.

e. No Vested Rights. No owner of any portion of the Property shall have any vested or other rights arising out of this Declaration which would preclude or impair the ability of the other owners of portions of the Property, from effecting any termination, amendment, modification or change of this Declaration which shall have been approved by the owners of the requisite percentage of the surface area of the land within the property as herein provided.

f. Enforcement. Enforcement of these covenants and any other provisions of this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, including, without limitation, restraint and/or injunctive relief for violations and/or

recovery of damages for violations; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If the owner of a tract of the Property should loan, lease or rent such tract and the improvements thereon, in whole or in part, to another person or entity, all rights, restrictions, privileges and responsibilities of the owner of such tract under this Declaration apply equally to the occupant of such tract. If any owner of a tract of the Property is required to engage counsel in connection with the enforcement or interpretation of this Declaration, then the prevailing party in such matter shall be entitled, in addition to other remedies authorized by applicable law, to recover reasonable attorneys' fees and expenses incurred in such matter.

g. Severability. Invalidation of any one of these covenants, restrictions, or other provisions of this Declaration by judgment or court order shall in nowise affect any other provision which shall remain in full force and effect.

h. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

i. Notices. Any notice required to be given under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person to whom it is addressed.

j. Entire Declaration. This Declaration contains the entire Declaration between the parties hereto relative to the Property and any actions thereunder. No variations, modifications, or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

k. Benefit. This Declaration shall issue to the benefit of and be binding upon the undersigned Declarant, its respective legal representatives, successors and assigns and all future owners of any portion of the Property their heirs, successors, and assigns, and shall inure to the benefit to all parties having or acquiring any right, title, or interest therein or any part thereof. The terms hereof shall be deemed covenants and agreements running with the land and bind all future owners of any part of the Property.

l. Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Texas and venue is in state court in the county in which the Property is located, without regard to its conflict of interest provisions.

m. Definition. The term Property includes the entire property and each portion now or hereafter under different ownership. The term tract shall mean each portion of the property as it may be subdivided, split, or otherwise broken into separate parcels.

(Signature Page Follows)

IN WITNESS WHEREOF, this Declaration is executed effective as of the date first set forth above.

Declarant:

Franklyn X3 Properties, L.C.

By: _____

Name: _____

Title: : _____

STATE OF TEXAS §

 §

COUNTY OF _____ §

 This instrument was acknowledged before me on this ____ day of _____, 2026 by
_____, the _____, of Franklyn X3 Properties, L.C., on its behalf.

Notary Public, State of Texas

Exhibit “A”

FIELD NOTES FOR AN 89.789 ACRE TRACT OF LAND

Being an 89.789 acre tract of land, located in the T.W. Bennett Survey No. 61, Abstract 42, the C. Murhardt Survey No. 48, Abstract No. 404, and the C. Murhardt Survey No. 49, Abstract No. 405, Comal County, Texas, and being the same called 90.00 acres as described in deed recorded in Volume 894, Page 165 of the Official Public Records of Comal County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the northern right of way of Cypress Cove Road (public R.O.W. varies) for the southwest corner of Lot 169 of Cascada at Canyon Lake, Unit 3 as recorded in Document No. 201306037835 O.P.R., and marking the southeast corner of the herein described parcel;

THENCE: Along the northern right of way of Cypress Cove Road, the following four (4) courses and distances:

1. N 88° 22' 09" W, a distance of 88.29 feet, to a 1/2" iron rod set with plastic cap stamped "Matkin Hoover Eng & Survey",
2. N 69° 08' 45" W, a distance of 527.08 feet, to a 1/2" iron rod set with plastic cap stamped "Matkin Hoover Eng & Survey",
3. N 74° 40' 33" W, a distance of 162.64 feet, to a 1/2" iron rod set with plastic cap stamped "Matkin Hoover Eng & Survey", and
4. N 83° 09' 14" W, a distance of 80.75 feet, to a 1/2" iron rod found for the southeast corner of the called 28.19 acres as described in Document No. 202406018319 O.P.R., and marking the southwest corner of the herein described parcel;

THENCE: N 35° 58' 17" W, a distance of 3609.34 feet, along the northeastern line of the called 28.19 acres, to a Fence Post found for the northeast corner of the called 28.19 acres, and marking an angle point in the southwestern line of the herein described parcel;

THENCE: S 53° 58' 21" W, a distance of 362.27 feet, along the northwestern line of the called 28.19 acres, to a 1/2" iron rod found in the northeastern line of the called 81.00 acres as described in Document No. 202106002242 O.P.R. for the northwest corner of the called 28.19 acres, and marking an angle point in the southwestern line of the herein described parcel;

THENCE: Along the northeastern line of the called 81.00 acres, the following three (3) courses and distances:

1. N 26° 53' 33" W, a distance of 271.63 feet, to a 1/2" iron rod set with plastic cap stamped "Matkin Hoover Eng. & Survey",
2. N 24° 09' 51" W, a distance of 563.42 feet, to a 1/2" iron rod found, and
3. N 27° 35' 32" W, a distance of 124.43 feet, to a 1/2" iron rod found in the southern line of the called 117.394 acres as described in Document No. 200806039330 O.P.R. for the northeast corner of the called 81.00 acres, and marking the northwest corner of the herein described parcel;

THENCE: Along the southern and eastern lines of the called 117.394 acres, the following four (4) courses and distances:

1. N 77° 07' 30" E, a distance of 90.70 feet, to a 1/2" iron rod found,
2. N 89° 13' 04" E, a distance of 555.30 feet, to a 1/2" iron rod found,
3. N 84° 53' 49" E, a distance of 103.16 feet, to a Fence Post found for the southeast corner of the called 117.394 acres, and
4. N 00° 00' 51" E, a distance of 137.28 feet, to a Fence Post found in the southwestern line of the called 198.856 acres as described in Document No. 202406035414 O.P.R., and marking the most northern corner of the herein described parcel;

THENCE: Along the southwestern line of the called 198.856 acres, the following two (2) courses and distances:

1. S 65° 19' 07" E, a distance of 106.70 feet, to a 1/2" iron rod found marking the northeast corner of the herein described parcel, and
2. S 42° 59' 42" E, a distance of 1946.86 feet, to a 1/2" iron rod found with plastic cap stamped "Sherwood Surveying" for the most western southwest corner of the called 198.856 acres, and the northwest corner of the Replat of Lot 144R of Cascada at Canyon Lake, Unit 3 as recorded in Document No. 201706035431 O.P.R., and marking an angle point in the northeastern line of the herein described parcel;

THENCE: Along the southwestern line of the Replat of Lot 144R of Cascada at Canyon Lake, Unit 3 and the original plat of Cascada at Canyon Lake, Unit 3, the following two (2) courses and distances:

1. S 42° 58' 48" E, a distance of 1569.32 feet, to a 1/2" iron rod found for an angle point in the southwestern line of Lot 153, and
2. S 16° 15' 44" E, a distance of 1432.30 feet, back to the **POINT OF BEGINNING** and containing 89.789 acres of land situated in Comal County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document. Field work was performed in December 2025.



Job # 25-4120

Date: December 12, 2025

Exhibit "B"



40' WIDE SHARED ACCESS EASEMENT FIELD NOTES FOR A 3.354 ACRE TRACT OF LAND

Being a 3.354 acre parcel of land, and being a 40' wide shared access easement, located in the T.W. Bennett Survey No. 61, Abstract 42, the C. Murhardt Survey No. 48, Abstract No. 404, and the C Murhardt Survey No. 49, Abstract No. 405, Comal County, Texas, and being the same called 90.00 acres as described in deed recorded in Document No. 202606001033 of the Official Public Records of Comal County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for the southeast corner of the called 28.19 acres as described in Document No. 202406018319 O.P.R., the southwest corner of the called 90.00 acres, and marking the southwest corner of the herein described parcel;

THENCE: over and across the called 90.00 acres, the following three (3) courses and distances:

1. N 06° 50' 46" E, a distance of 50.00 feet, to a calculated point of curvature,
2. along a tangent curve to the right having a radius of 80.00 feet, an arc length of 102.35 feet, a delta angle of 73° 18' 15", and a chord bearing N 29° 48' 21" W, a distance of 95.51 feet to a calculated point of curvature, and
3. along a tangent curve to the left having a radius of 320.00 feet, an arc length of 170.27 feet, a delta angle of 30° 29' 12", and a chord bearing N 51° 12' 53" W, a distance of 168.27 feet to a calculated point of curvature in the common line of the called 28.19 acres and the called 90.00 acres marking an angle point in the western line of the herein described parcel;

THENCE: N 35° 58' 17" W, a distance of 3315.35 feet, along the northeastern line of the called 28.19 acres, to a Fence Post found for the northeast corner of the called 28.19 acres, an angle point in the southwestern line of the called 90.00 acres, and marking the northwest corner of the herein described parcel, and from which a 1/2" iron rod found in the northeastern line of the called 81.00 acres as described in Document No. 202106002242 O.P.R. for the northwest corner of the called 28.19 acres, and marking an angle point in the southwestern line of the called 90.00 acres bears, S 53° 58' 21" W, a distance of 362.27 feet;

THENCE: over and across the called 90.00 acres, the following five (5) courses and distances:

1. N 54° 01' 43" E, a distance of 40.00 feet, to a calculated point marking the northeast corner of the herein described parcel,
2. S 35° 58' 17" E, a distance of 3315.35 feet, to a calculated point of curvature,
3. along a tangent curve to the left having a radius of 280.00 feet, an arc length of 148.99 feet, a delta angle of 30° 29' 12", and a chord bearing S 51° 12' 53" E, a distance of 147.24 feet to a calculated point of curvature,
4. along a tangent curve to the right having a radius of 120.00 feet, an arc length of 153.53 feet, a delta angle of 73° 18' 15", and a chord bearing S 29° 48' 21" E, a distance of 143.27 feet to a calculated point of curvature, and
5. S 06° 50' 46" W, a distance of 50.00 feet, to a calculated point in the northern right of way of Cypress Cove Road marking the southeast corner of the herein described parcel;

THENCE: N 83° 09' 14" W, a distance of 40.00 feet, along the northern right of way of Cypress Cove Road back to the **POINT OF BEGINNING** and containing 3.354 acres of land situated in Comal County, Texas.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, South Central Zone, 4204, US Survey Foot, Grid. A survey plat was prepared by a separate document. Field work was performed in December 2025.

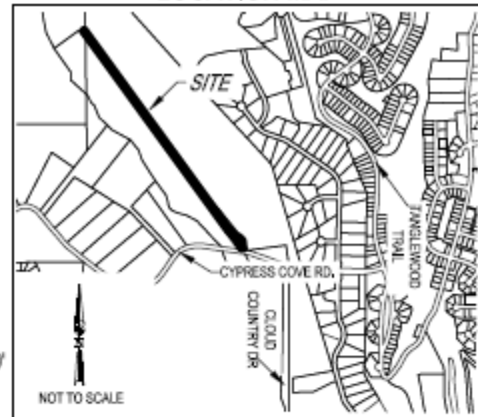


Job # 25-4120
Date: July 20, 2026

EXHIBIT OF:

BEING A 3.354 ACRE PARCEL OF LAND, AND BEING A 40' WIDE SHARED ACCESS EASEMENT, LOCATED IN THE T.W. BENNETT SURVEY NO. 61, ABSTRACT 42, THE C. MURHARDT SURVEY NO. 48, ABSTRACT NO. 404, AND THE C. MURHARDT SURVEY NO. 49, ABSTRACT NO. 405, COMAL COUNTY, TEXAS, AND BEING THE SAME CALLED 90.00 ACRES AS DESCRIBED DOCUMENT NO. 202606001033 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

LOCATION MAP



T. W. BENNETT
SURVEY NO. 61
ABSTRACT NO. 42

SCALE: 1"=500'



PROPOSED
LOT 8

PROPOSED
LOT 7

CALLED 90 ACRE TRACT
DOCUMENT NO. 202606001033, O.P.R.

PROPOSED
LOT 6

C. MURHARDT
SURVEY NO. 48
ABSTRACT NO. 404

40' SHARED ACCESS EASEMENT

PROPOSED
LOT 5

HOWARD HUGH W III & SARAH J
CALLED 28.19 ACRES
DOCUMENT NO. 202406018319, O.P.R.

PROPOSED
LOT 4

PROPOSED 3.354 ACRE
ACCESS EASEMENT

PROPOSED
LOT 3

CALLED 90 ACRE TRACT
FRANKLYN X3 PROPERTIES, LC
DOCUMENT NO. 202606001033, O.P.R.

PROPOSED
LOT 2

HOWARD HUGH W III & SARAH J
CALLED 28.19 ACRES
DOCUMENT NO. 202406018319, O.P.R.

PROPOSED
LOT 1

C. MURHARDT
SURVEY NO. 49
ABSTRACT NO. 405

SEE DETAIL 'A'
ON PAGE 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N06° 50' 48"E	50.00'
L2	N54° 01' 43"E	40.00'
L3	S06° 50' 48"W	50.00'
L4	N83° 09' 14"W	40.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	80.00'	102.35'	73°18'15"	N29° 48' 21"W	95.51'
C2	320.00'	170.27'	30°29'12"	N51° 12' 53"W	188.27'
C3	280.00'	148.99'	30°29'12"	S51° 12' 53"E	147.24'
C4	120.00'	153.53'	73°18'15"	S29° 48' 21"E	143.27'

NOTES:
1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
2. METES AND BOUNDS WERE PREPARED BY A SEPARATE DOCUMENT.
3. ORIGINAL SURVEY LINES SHOWN ARE APPROXIMATE. NO ATTEMPT HAS BEEN MADE TO LOCATE ORIGINAL SURVEY LINES.

LEGEND

- P.O.B. POINT OF BEGINNING
- O.P.R. OFFICIAL PUBLIC RECORDS
- FOUND 1/2" IRON ROD
- A CALCULATED POINT
- ⊠ FOUND STEEL FENCE POST

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I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

David E. King
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