

**KIMBLE OAKS RANCH SUBDIVISION
RESTRICTIONS AND PROTECTIVE COVENANTS**

WHEREAS, Segue Group, L.L.C., hereinafter called Developer, has established the Subdivision of Kimble County, Texas known as Kimble Oaks Ranch Subdivision and has dedicated to such Subdivision all the lots, tracts and parcels of land shown on that certain map or plat filed for in Volume 1, Pages 54 & 55 of the Map and Plat Records of Kimble County, Texas on the 10th day of April, 2000 to which reference is here made for all purposes and

WHEREAS, Developer has established the Subdivision by carrying out a general uniform plan of development and improvement of the Kimble Oaks Ranch Subdivision to insure and maintain its suitability for private and residential purposes, to protect and benefit each and every purchaser, owner or grantee of herein and enhance the value of the land located in said subdivision.

NOW, THEREFORE, this Contract for Deed is subject to the covenants, restrictions, and conditions, to wit:

1. Covenants Running With the Land. These restrictions and covenants shall run with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by decent, devise, purchase, assignment, contract or otherwise, and any person by the acceptance of any Tract or parcel of land or entering into a contract for the purchase of the same shall thereby agree and covenant to abide by, and fully perform all the foregoing restrictions, covenants, and conditions. These covenants shall be binding for a period of thirty (30) years from the date they are filed for recorded in the Deed Records of Kimble County, Texas, unless changed or amended as provided herein. Said covenants shall be automatically extended upon the expiration of said term of successive periods of ten (10) years each. The record owners of legal title of fifty-one (51%) percent of the Tracts as shown by the Deed Records of Kimble County, Texas, may amend or change the said covenants in the whole or part at any time. Any change or amendment shall be set forth and evidenced by a successor instrument bearing the signatures of the requisite number of record owners and recording of the same in the office of the County Clerk of Kimble County, Texas. A copy of any change or amendment to these Restrictions or Covenants and Conditions shall all be forwarded by prepaid mail to all owners by the Developer. Failure to furnish and copy shall not affect the validity if such amendment.
2. Definitions. The following words shall have the following meanings in construing the restrictions, covenants, and conditions:
 - 2.1 Kimble Oaks Ranch@ shall mean and refer to that subdivision of Kimble County, Texas, recorded in Deed Records of Kimble County, Texas, and designated according to the original plat.
 - 2.2 APurchaser@ shall mean and refer to the person or persons, entity or entities who have entered into a contract for purchase of a tract of land with the Developer as the original party as a successor or assign, or who owns of record fee simple title to a tract.
 - 2.3 AResidence@ shall mean and refer to a permanent structure or mobile home erected on a tract for the use of a single family dwelling.
 - 2.4 ABuilding Board@ shall mean and refer to the Kimble Oaks Ranch Building Board composed of Segue Group L.L.C., their successor, heirs, executors, and assigns, or designees in writing, who shall review plans for construction prior to construction or erection of any building, residential or out-building and shall determine such specifications and plans are not in violation of any of these restrictions, covenants, or conditions.
 - 2.5 ATract@ shall mean and refer to the lot, acreage of land conveyed or contracted for by the purchaser, his executor, beneficiaries or assigns.
3. Non Commercial Use of Tracts. None of said Tracts, or improvements erected thereon, shall be used for any purpose other than a private family residence with usual and customary accessory buildings, such as, but not limited to garages, guest cottages, and servants= quarters. No Tract, or improvement thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent a purchaser from rendering professional services of purely personal nature so long as such services do not attribute to the Tract any appearance of a commercial or non-residential use.
4. Architectural Control. There is hereby established a Building Board which shall determine if the plans and specifications for any structure on any Tract meet the requirements of these restrictions and determine if the appearance, design, and quality of the workmanship and materials are in harmony with the purposed scheme or plan of development of the Subdivision and the Building Board. Plans and specifications shall, as a minimum, describe the building to be placed or constructed as well as the materials to be used on the exteriors.
5. Construction of Buildings and Other Structures. All building and structures on each Tract shall be architecturally acceptable by the Building Board. No unpainted metal or fiberglass structure shall be placed on any said Tracts for use as an accessory building.

No tent or substandard structure of any character may be placed, constructed or maintained by any said Tracts, nor shall ever any structure of temporary character be used as a residence thereon. Storage of travel trailers is permitted provided it is not in a condition or location to adversely affect the value of the adjoining property.

6. Size and Type of Building. Not more than one single family residence shall be placed or constructed on any tract of the land herein contracted or conveyed, and no single family residences shall be constructed thereon which contains less than 1,000 square feet of living area. New Manufactured Dwelling Houses (or houses which are not more than five years old) of not less than one thousand (1,000) square feet are permitted. These houses must have their tongues and axles removed, and be set on and permanently attached to permanent foundations. A Manufactured Dwelling House must be skirted with a 100% masonry skirting. Houses in this category must also have a front porch which has been approved by the Building Board.

Minimum depth of the building setback lines from the roads fronting the tracts in Kimble Oaks Ranch shall not be less than one hundred (100) feet and not less than twenty (20) feet from side tract lines and not less than fifty (50) feet from the back lines. There can be no variations from this No. 6 paragraph unless permission is granted in writing by said Kimble Oaks Ranch Building Board prior to any such construction.

7. Animals and Hunting. No feed lots shall be allowed and specifically no swine shall be permitted unless it is in connection with a school project, Future Farmers of America or 4-H Club project. Household pets should be maintained in a sanitary and quiet manner. Livestock may be kept and maintained on said land in numbers not to exceed One (1) animal unit for each two acres for horses and cattle and may not exceed One (1) animal unit for each one acre for sheep and goats. No hunting of any type shall be allowed on property which comprises less than ten (10) contiguous acres. Hunting shall be permitted on tracts wherein one property owner owns ten (10) or more contiguous acres. Any and all hunting must be done in full compliance with all state and county laws and regulations.

8. Sanitation and Sewerage. No outside toilets will be permitted and no installations of any kind of disposal of sewage shall be allowed which would result in raw, treated or untreated sewage or septic tank drainage on or into the surface, alleys, ditches, or water bodies. No septic tank or sewage disposal may be installed without prior approval of the Building Board and the proper governmental authorities All State, County, and municipal (if any) health and sanitation statues, rules, ordinance, and regulation must be complied with at all times.

9. Trash and Garbage. No trash, garbage, construction debris, or other refuse may be dumped or disposed or allowed to remain upon any Tract, vacant or otherwise. No building material of any kind or character shall be placed upon the property until the owner is ready to commence improvement, and then such material shall be placed with the property lines of the Tract. No noxious or undesirable thing or use whatsoever shall be permitted on any tract. The Building Board shall determine noxiousness or undesirability and decision shall be conclusive on all parties.

10. Signs. No sign or advertising device may be displayed on any Tract except in the event of sales. There may be one for sale sign with no more than five (5) square feet.

11. Subdividing. No Tract, as that term is defined herein, may be re-subdivide by the purchaser or owner without the consent of the Developer in writing.

12. Separability of all Terms and Provisions. If any term or provision of this instrument, or the application thereof shall be held invalid all other terms and provisions of this instrument, or the application thereof shall not be affected thereby nor shall any failure of the Building Board to seek enforcement of any term or provision constitute a waiver of any rights to do so in the future or the validity or enforceability of such term or provision.

13. Enforcement. The Developer and every other person, firm, or corporation hereinafter having any right, title, or interest in any Tract or parcel of land in this subdivision shall have the right to prevent the violation of any said restriction by injunction or other lawful procedure and to recover any damages resulting from such a violation. Damages for the purpose of this paragraph shall include court cost and necessary attorney fees.

14. Interpretation. The right is expressly reserved to the Developer and its successors and assigns, to interpret any and all conditions, limitations and restrictions contained in these restrictions but such right shall be without prejudice to the rights of enforcement prescribed in paragraph 13 above.

15. Abatement and Removal Violation. Violation of any restriction or condition or breach of any covenant herein contained gives the Building Board or its agents, in addition to other remedies, the right to enter upon the land, and to abate and remove the violation at the expense of the Purchaser or Owner, and said agents shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, and removal.

16. Road Maintenance. Purchaser hereby authorizes Developer and/or Assigns to improve and maintain roads used for access to the above referenced property and other property in Kimble Oaks Ranch Subdivision. And to charge each property owner a fee of \$5.00 per acre, per year not to exceed \$75.00 per year. Such charge shall not be assessed against Developer or Developer's Assigns. Such charge shall be made by direct billing to the property owner. If Purchaser refuses to make said payments, Purchaser hereby authorizes Developer, at Developer's option, to deduct such charge from payments made by Purchaser, and any such charge so deducted shall not be credited to the payment on the balance due on said purchase price, principle or interest. It is understood and agreed that this road maintenance charge (if not paid within 60 days of the billing date) shall become a lien against the tract being conveyed, permitting Developer and/or Assigns such rights to enforce said lien as may set forth in Sec. 51.002 of the Texas Property Code, as amended time to time.

17. Property Owners Association. At such time the Developer may determine at his sole determination, Developer shall have the Authority to notify each tract owner of the time, date and location of a meeting of all property owners to be held for the purpose of organizing a Property Owner's Association. A majority of the votes of the tract owners in attendance at such meetings or by written proxy shall be sufficient to transact business at such meeting. Each tract owner, including developer, attending or represented by written proxy at such meetings shall have one vote for each tract owned by such owner on all business to come before the meeting. Upon the creation and organization of such organization, as a non-profit corporation, or other wise, developer shall transfer and assign to the association the current balance of the road improvement and maintenance, if any. Thereafter such association shall have the power, authority and obligation to maintain and improve roadways of the development and collect the road maintenance assessment. All such assessments upon any tract shall become the personal obligation of the owner of each tract and such association is hereby granted a lien upon each lot to secure the payments of such assessments, permitting said association such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended from time to time.

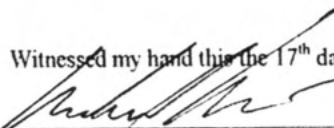
Perpetual easements are reserved along and within fifteen (15) feet of the rear line, front line, and side lines of all tracts in this development for the installation and maintenance of poles, wires, downguys, and fixtures for electric lines and telephone lines; and to trim any tree which at any time may interfere or threaten to interfere with the maintenance of such lines, with the right of ingress and egress from said premises to employees of the utilities owning said lines. Said easements to also extend along any owners side and rear property lines with fractional tracts.

It is understood and agreed that it shall not be considered a violation of the provisions of this easement if the wires or cables carried by such poles passes lines over some portion of said tracts not within the 15 foot wide strip as long as such lines do not prevent the construction of building any tracts in this development.

The above restriction, covenants and conditions shall be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative by said Building Board or any person who may purchase or own any tract or parcel of land situated in Kimble Oaks Ranch.

No deviation of any kind shall be permitted from these restrictions and protective covenants unless permission is granted in writing by the Building Board.

Witnessed my hand this the 17th day of April, 2000.



Segue Group, L.L.C. by
Michael A. Krause, Secretary

STATE OF TEXAS

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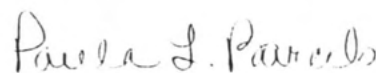
*

COUNTY OF KERR

*

This instrument was acknowledged before me on the 17th day of April, 2000, by Michael A. Krause, Secretary





Notary Public, State of Texas
My commission expires: 8/16/00

Paula L. Barcelo

\$5.00 per acre, per year not to exceed \$75.00 per year. Such charge shall not be assessed against Developer or Developer's Assigns. Such charge shall be made by direct billing to the property owner. If Purchaser refuses to make said payments, Purchaser hereby authorizes Developer, at Developer's option, to deduct such charge from payments made by Purchaser, and any such charge so deducted shall not be credited to the payment on the balance due on said purchase price, principle or interest. It is understood and agreed that this road maintenance charge (if not paid within 60 days of the billing date) shall become a lien against the tract being conveyed, permitting Developer and/or Assigns such rights to enforce said lien as may set forth in Sec. 51.002 of the Texas Property Code, as amended time to time.

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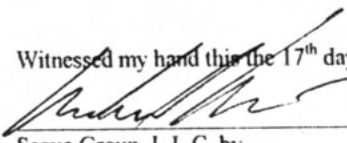
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The above restriction, covenants and conditions shall be enforceable by injunction and any other remedy provided by law, all of which remedies are to be cumulative by said Building Board or any person who may purchase or own any tract or parcel of land situated in Kimble Oaks Ranch.

No deviation of any kind shall be permitted from these restrictions and protective covenants unless permission is granted in writing by the Building Board.

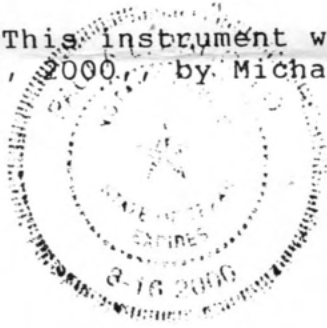
Witnessed my hand this the 17th day of April, 2000.

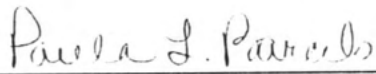


Segue Group, L.L.C. by
Michael A. Krause, Secretary

STATE OF TEXAS *
 *
COUNTY OF KERR *

This instrument was acknowledged before me on the 17th day of April, 2000, by Michael A. Krause, Secretary




Notary Public, State of Texas
My commission expires: 8/16/00

Paula L. Barcelo
Notary's Printed name

FILED FOR RECORD APRIL 24, 2000 AT 10:16 A.M.
ELAINE CARPENTER, COUNTY CLERK; KIMBLE COUNTY, TEXAS
BY NICOLE NEWBURY, DEPUTY

Kimble Oaks Ranch Subdivision
Restrictions and Protective Covenants

Amendment

Whereas on September 11, 2004 at the annual Kimble Oaks Ranch Property Owners Association Meeting, the property owners of said Kimble Oaks Ranch Subdivision passed by majority vote (proxy and attending) the following Amendment to the Kimble Oaks Ranch Subdivision Restrictions and Protective Covenants to be recorded in the Deed Records of Kimble County, Texas (Volume 1, Pages 54 & 55):

- 16. Road Maintenance: Purchaser hereby authorizes Developer and/or Assigns to improve and maintain roads used for access to the above referenced property and other property in Kimble Oaks Ranch Subdivision. And to charge each property owner a minimum fee of \$5.00 per acre per year. Such charge shall not be assessed against Developer or Developer's Assigns. Such charge shall be made by direct billing to the property owner. If Purchaser refuses to make said payments, Purchaser hereby authorizes Developer, at Developer's option, to deduct such charge from payments made by Purchaser, and any such charge so deducted shall not be credited to the payment on the balance due on said purchase price, principle or interest. It is understood and agreed that this road maintenance charge (if not paid within 60 days of the billing date shall become a lien against the tract being conveyed, permitting Developer and/or Assigns such rights to enforce said lien against the tract being conveyed, permitting Developer and/or Assigns such rights to enforce said lien as may set forth in Sec. 51.002 of the Texas Property Code, as amended time to time.

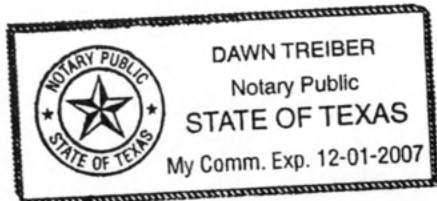
See Exhibit "A"
ATTACHED

Signed this 19th day of January, 2005.

Liz Buchanan
Liz Buchanan, President
Kimble Oaks Ranch Property Owners Association

State of Texas }
County of Kimble }

This instrument was acknowledged before me on this 19th date of January, 2005 by Liz Buchanan, President of the Kimble Oaks Ranch Property Owners Association on behalf of said Association.

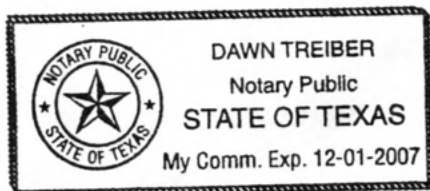


Dawn Treiber
Notary Public for the State of Texas
Commission Expires: 12-01-2007

Jim Culler
Jim Culler, Vice President
Kimble Oaks Ranch Property Owners Association

State of Texas }
County of Kimble }

This instrument was acknowledged before me on this 19 date of January, 2005 by Jim Culler, Vice President of the Kimble Oaks Ranch Property Owners Association on behalf of said Association.



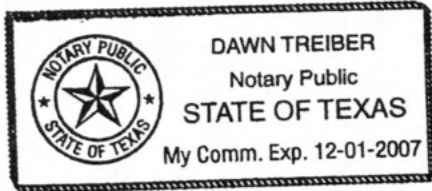
Dawn Treiber
Notary Public for the State of Texas
Commission Expires: 12-01-2007

Cheryl Greenwalt

Cheryl Greenwalt, Treasurer
Kimble Oaks Ranch Property Owners Association

State of Texas }
County of Kimble }

This instrument was acknowledged before me on this 19 date of January, 2005 by Cheryl Greenwalt, Treasurer of the Kimble Oaks Ranch Property Owners Association on behalf of said Association.



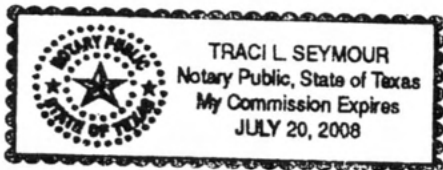
Dawn Treiber
Notary Public for the State of Texas
Commission Expires: 12-01-2007

Joy Freeman

Joy Freeman, Secretary
Kimble Oaks Ranch Property Owners Association

State of Texas }
County of Kimble }

This instrument was acknowledged before me on this 20th date of January, 2005 by Joy Freeman, Secretary of the Kimble Oaks Ranch Property Owners Association on behalf of said Association.



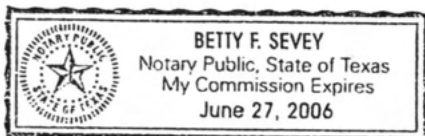
Traci L Seymour
Notary Public for the State of Texas
Commission Expires: 7/20/08

Charles W. King

Charles W. King, Board Member
Kimble Oaks Ranch Property Owners Association

State of Texas }
County of Kimble }

This instrument was acknowledged before me on this 22 date of January, 2005 by Charles W. King, Board Member of the Kimble Oaks Ranch Property Owners Association on behalf of said Association.



Betty F. Sevey
Notary Public for the State of Texas
Commission Expires: 6-27-06

**KIMBLE OAKS RANCH SUBDIVISION
RESTRICTIONS AND PROTECTIVE COVENANTS**

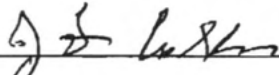
ADMENDMENT

43361

Whereas on march 8, 2008 at a special meeting of Kimble Oaks Ranch Property Owners Association the property owners of said Kimble Oaks Ranch Subdivision passed by majority vote (proxy and attending) the following Amendment to the Kimble Oaks Ranch Subdivision Restrictions and Protective Covenants to be recorded in the Deed Records of Kimble County, Texas:

16. Road Maintenance. Purchaser hereby authorizes the Kimble Oaks Ranch Property owners Association (KORPOA) represented by its Board of Directors to improve and maintain roads used for access to the above referenced property and other property in Kimble Oaks Ranch Subdivision and to conduct all other business of the KORPOA. And to charge each property owner a minimum fee of \$5.00 per acre per year for these purposes. Any increase in charges of any kind from the previous year's charges proposed by the KORPOA Board of Directors must be approved by a majority (51% of eligible votes) of the Kimble Oaks Ranch property owners of record at the time the increase in charge is proposed. Proposed decreases of charges from the previous year will not require a property owners vote. Such charge shall be made by direct billing to the property owner. It is understood and agreed that this charge (if not paid within 60 days of the billing date) shall become a lien against the tract being conveyed, permitting the KORPOA and/or assigns such rights to enforce said lien as may be set forth in Sec. 51.002 of the Texas Property Code, as amended time to time.

Signed this 28th day of March, 2008.



J. F. Culler, President
Kimble Oaks Ranch Property Owners Association

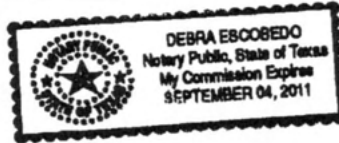
State of Texas }
County of Kimble }

This instrument was acknowledged before me on this 28th day of March, 2008 by J. F. Culler, President of the Kimble Oaks Ranch Property Owners Association on behalf of said Association.



Debra Escobedo

Notary Public for the State of Texas
Commission Expires: _____



FILED FOR RECORD

03-28-08A09:21 FILE

HAYDEE TORRES

COUNTY CLERK, KIMBLE COUNTY, TEXAS.

BY 
AUDREY SELLERS, DEPUTY
KATHY WHITLOCK, DEPUTY

STATE OF TEXAS
COUNTY OF KIMBLE
I hereby certify that this instrument was FILED FOR RECORD on the date and at the time entered hereon by me and was duly RECORDED in the Volume and Page of the _____
Records of Kimble County, Texas.

43361




Haydee Torres
County Clerk, Kimble County, Texas

VOL. _____ PAGE _____
RECORDED _____

**KIMBLE OAKS RANCH SUBDIVISION
RESTRICTIONS AND PROTECTIVE COVENANTS**

AMENDMENT

48967

Whereas on January 31, 2013 through a special vote of the Kimble Oaks Ranch Property Owners Association and the property owners of said Kimble Oaks Ranch Subdivision pass by majority vote (U. S. mail and online) the following Amendment to the Kimble Oaks Ranch Subdivision Restrictions and Protective Covenants to be recorded in the Deed Records of Kimble County Texas:

16. Road Maintenance. Purchaser hereby authorizes the Kimble Oaks Ranch Property Owners Association (KORPOA) represented by its Board of Directors to improve and maintain roads used for access to the above referenced property and other property in Kimble Oaks Ranch Subdivision and to conduct all other business of the KORPOA. And to charge each property owner a minimum fee of \$10.00 per acre per year, not to exceed \$100 total, for these purposes. Any increase in charges of any kind from the previous year's charges proposed by the KORPOA Board of Directors must be approved by a majority (51% of eligible votes) of the Kimble Oaks Ranch property owners of record at the time the increase in charge is proposed. Proposed decreases of charges from the previous year will not require a property owners vote. Such charge shall be made by direct billing to the property owner. It is understood and agreed that this charge (if not paid within 60 days of the billing date) shall become a lien against the tract being conveyed, permitting the KORPOA and/or assigns such rights to enforce said lien as may be set forth in Sec. 51.002 of the Texas Property Code, as amended time to time.

Signed this 19 day of April, 2013

James M. Davis

James M. Davis, President
Kimble Oaks Ranch Property Owners Association

State of Texas }
County of ~~Kimble~~ }

Billaspie

This instrument was acknowledged before me on this 19th day of April, 2013 by James M. Davis, President of the Kimble Oaks Ranch Property Owners Association on behalf of said association.

Jane J. Esquell

Notary Public for the State of Texas
Commission Expires: 5-25-15



**KIMBLE OAKS RANCH SUBDIVISION
RESTRICTIONS AND PROTECTIVE COVENANTS**

50797

AMENDMENT

Whereas on January 31, 2015 through a special vote of the Kimble Oaks Ranch Property Owners Association and the property owners of said Kimble Oaks Ranch Subdivision passed by majority vote (U.S.mail and online) the following Amendment to the Kimble Oaks Ranch Subdivision Restrictions and Protective Covenants to be recorded in the Deed Records of Kimble County, Texas:

16. Road Maintenance. Purchaser hereby authorizes the Kimble Oaks Ranch Property Owners Association (KORPOA) represented by its Board of Directors to improve and maintain roads used for access to the above referenced property and other property in Kimble Oaks Ranch Subdivision and to conduct all other business of the KORPOA. And to charge a fee of \$100.00 per year, per property, for these purposes. Any increase in charges from the previous year's charges proposed by the KORPOA Board of Directors must be approved by a majority (51% of eligible votes) of the Kimble Oaks Ranch property owners of record at the time the increase in charge is proposed. Proposed decreases of charges from the previous year will not require a property owners vote. Such charge shall be made by direct billing to the property owner. It is understood and agreed that this charge (if not paid within 60 days of the billing date) shall become a lien against the tract being conveyed, permitting the KORPOA and/or Assigns such rights to enforce said lien as may be set forth in Sec. 51.002 of the Texas Property Code, as amended from time to time.

Signed this 2nd day of February, 2015

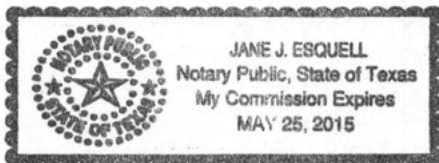
James M. Davis
James M. Davis, President
Kimble Oaks Ranch Property Owners Association

State of Texas }
County of Kimble }

Hillspire

This instrument was acknowledged before me on the 2nd day of February, 2015 by James M. Davis, President of the Kimble Oaks Ranch Property Owners Association on behalf of said association.

Jane J. Esquell
Notary Public for the state of Texas
Commission Expires: 5-25-15



FILED FOR RECORD

02-02-15P03:21 FILE

HAYDEE TORRES

COUNTY CLERK, KIMBLE COUNTY, TEXAS.

BY Audrey Sellers
AUDREY SELLERS, DEPUTY
KATHY WHITLOCK, DEPUTY

STATE OF TEXAS
COUNTY OF KIMBLE

50797

I hereby certify that this instrument was FILED FOR RECORD on the date and at the time entered hereon by me and was duly RECORDED in the Volume and Page of the Official Public Record Records of Kimble County, Texas.



Haydee Torres
County Clerk, Kimble County, Texas

VOL. 70 PAGE 587

RECORDED 2-5-15