

CITY OF SAULSBURY

THE BOARD OF PUBLIC WORKS HAS REVIEWED THE ABOVE REPLAT AND HAS APPROVED THE SAME AS SHOWN ON THESE PLANS. THE BOARD OF PUBLIC WORKS HAS THE HONOR TO CERTIFY THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE SUBDIVISION ACT AND THE ORDINANCES OF THE CITY OF SAULSBURY.

*David H. Decker*  
Mayor

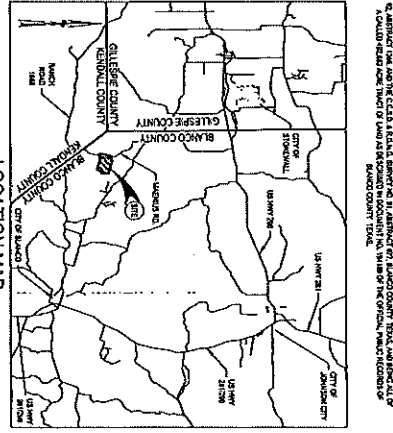


STATE OF MARYLAND  
COUNTY OF CALVERT  
I, *David H. Decker*, Mayor of the City of Salsbury, do hereby certify that the above described replat was filed for record in the office of the Register of Wills, in the County of Calvert, Maryland, this 11th day of October, 2022.

STATE OF MARYLAND  
COUNTY OF CALVERT  
I, *John M. Walters*, Register of Wills for the County of Calvert, Maryland, do hereby certify that the above described replat was duly recorded in my office this 11th day of October, 2022.

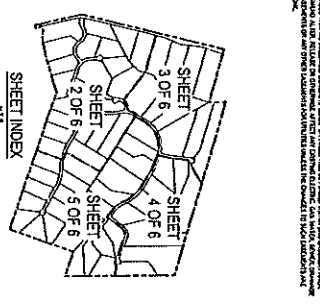
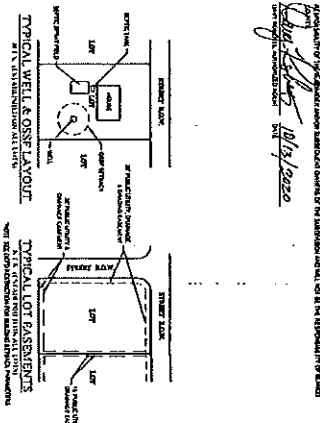
STATE OF MARYLAND  
COUNTY OF CALVERT  
I, *John M. Walters*, Register of Wills for the County of Calvert, Maryland, do hereby certify that the above described replat was duly recorded in my office this 11th day of October, 2022.

# REPLAT FOR RED OAK MOUNTAIN



APPROVED FOR THE CITY OF SAULSBURY AND THE BOARD OF PUBLIC WORKS. THE BOARD OF PUBLIC WORKS HAS REVIEWED THE ABOVE REPLAT AND HAS APPROVED THE SAME AS SHOWN ON THESE PLANS. THE BOARD OF PUBLIC WORKS HAS THE HONOR TO CERTIFY THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE SUBDIVISION ACT AND THE ORDINANCES OF THE CITY OF SAULSBURY.

*David H. Decker*  
10/11/2022



**NOTES:**  
1. THIS REPLAT IS A REPLAT OF THE PROJECT AREA SHOWN ON THE ATTACHED MAPS. THE PROJECT AREA IS SHOWN ON THE ATTACHED MAPS AND IS SUBJECT TO THE REQUIREMENTS OF THE SUBDIVISION ACT AND THE ORDINANCES OF THE CITY OF SAULSBURY.  
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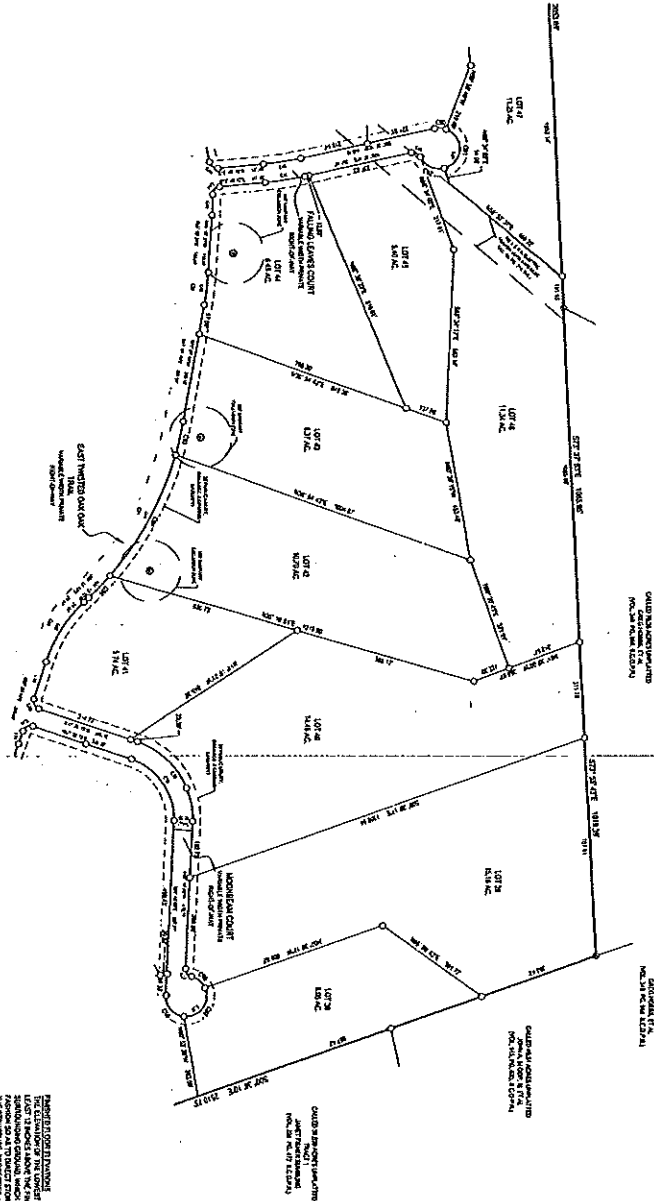
DATE: OCTOBER 12, 2022

**MATKIN BOOVER**  
ENGINEERING  
INCORPORATED  
83 SURVEYING  
ROUTE 103  
SAULSBURY, MD 20688  
TEL: 410-326-1111  
WWW.MATKINBOOVER.COM



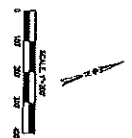


# REPLAT FOR RED OAK MOUNTAIN



- LEGEND**
- 1. LOT LINE
  - 2. ADJACENT LOT
  - 3. EASEMENT
  - 4. WATER MAIN
  - 5. LANDSCAPING
  - 6. RETIRED
  - 7. STREET LIGHT
  - 8. CURB
  - 9. SIDEWALK
  - 10. DRIVE
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  - 50. DRIVE

<p>PROPOSED LOTS TO BE REPLATED</p> <p>1. LOT 1 (13.21 AC)</p> <p>2. LOT 2 (20.75 AC)</p> <p>3. LOT 3 (12.48 AC)</p> <p>4. LOT 4 (11.52 AC)</p> <p>5. LOT 5 (12.48 AC)</p> <p>6. LOT 6 (11.52 AC)</p> <p>7. LOT 7 (12.48 AC)</p> <p>8. LOT 8 (11.52 AC)</p> <p>9. LOT 9 (12.48 AC)</p> <p>10. LOT 10 (11.52 AC)</p> <p>11. LOT 11 (12.48 AC)</p> <p>12. LOT 12 (11.52 AC)</p>	<p>PROPOSED LOTS TO BE REPLATED</p> <p>1. LOT 1 (13.21 AC)</p> <p>2. LOT 2 (20.75 AC)</p> <p>3. LOT 3 (12.48 AC)</p> <p>4. LOT 4 (11.52 AC)</p> <p>5. LOT 5 (12.48 AC)</p> <p>6. LOT 6 (11.52 AC)</p> <p>7. LOT 7 (12.48 AC)</p> <p>8. LOT 8 (11.52 AC)</p> <p>9. LOT 9 (12.48 AC)</p> <p>10. LOT 10 (11.52 AC)</p> <p>11. LOT 11 (12.48 AC)</p> <p>12. LOT 12 (11.52 AC)</p>	<p>PROPOSED LOTS TO BE REPLATED</p> <p>1. LOT 1 (13.21 AC)</p> <p>2. LOT 2 (20.75 AC)</p> <p>3. LOT 3 (12.48 AC)</p> <p>4. LOT 4 (11.52 AC)</p> <p>5. LOT 5 (12.48 AC)</p> <p>6. LOT 6 (11.52 AC)</p> <p>7. LOT 7 (12.48 AC)</p> <p>8. LOT 8 (11.52 AC)</p> <p>9. LOT 9 (12.48 AC)</p> <p>10. LOT 10 (11.52 AC)</p> <p>11. LOT 11 (12.48 AC)</p> <p>12. LOT 12 (11.52 AC)</p>	<p>PROPOSED LOTS TO BE REPLATED</p> <p>1. LOT 1 (13.21 AC)</p> <p>2. LOT 2 (20.75 AC)</p> <p>3. LOT 3 (12.48 AC)</p> <p>4. LOT 4 (11.52 AC)</p> <p>5. LOT 5 (12.48 AC)</p> <p>6. LOT 6 (11.52 AC)</p> <p>7. LOT 7 (12.48 AC)</p> <p>8. LOT 8 (11.52 AC)</p> <p>9. LOT 9 (12.48 AC)</p> <p>10. LOT 10 (11.52 AC)</p> <p>11. LOT 11 (12.48 AC)</p> <p>12. LOT 12 (11.52 AC)</p>
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NO. 12, 19361





36265

STATE OF TEXAS

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RESTRICTIVE COVENANT DECLARATION

COUNTIES OF BLANCO AND KENDALL

**I.  
DEFINITIONS**

- A. "Owner" or "Landowner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the Property, excluding however, those having any interest therein merely as security for the performance of an obligation.
- B. "Tract" shall refer to any portion of the Property, as owned by any Owner.
- C. "Industrial pursuit or enterprise" shall mean engaging in the manufacture or assembly of goods or processing of raw materials unserviceable in their natural state for sale or distribution to third parties (other than a cottage industry by an artisan, i.e. artist, painter, photographer, wood, metal or glass sculptor or fabricator).
- D. "Property" shall mean the 1,774.8 acres owned by S & J Williamson Land and Cattle, Ltd., as described in attached Exhibit A, and Exhibit B.
- E. "Declarant" shall mean S & J Williamson Land and Cattle, Ltd., having an address of: PO Box 579, Iowa Park, TX 76367.

**II.  
DECLARATION**

Declarant, in order to protect the value and desirability of said Property, hereby **DECLARES** that said Property shall be held, sold and conveyed subject to the following **Restrictions, Covenants and Conditions** which shall run with the land and shall be binding on all parties having a right, title or interest in or to the Property or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each Owner thereof. Any contract, deed or deed of trust which may hereafter be executed in connection with said Property, or any part thereof, shall be conclusively held to have been executed, delivered and accepted subject to the terms and conditions contained in this instrument, regardless of whether or not such terms and conditions are specifically set out in said contract, deed or deed of trust.

**III.  
RESTRICTIONS**

- A. No mobile, modular, pre-manufactured and/or industrial built home shall be used as a dwelling or stored on any Tract except as a temporary construction office during active construction, but not longer than twelve (12) months. Fab metal barndominium shall be permitted.
- B. Swine shall not be kept on any Tract. Other livestock, pets and poultry shall be permitted provided said livestock is kept within the boundaries of said Tract at all times, and they are not offensive to adjacent Landowners by smell, sound, or otherwise. There shall not be any commercial

feeding operations or commercial breeding of animals conducted thereon. Animals used for grazing said property while simultaneously raising young (i.e. cow/calf or horse operation) shall not be considered commercial breeding of animals. No Tract shall be used as a commercial breeding or training center for dogs or the operation of a kennel, either public or private. Canine and feline pets shall be limited to 3 each per Landowner and any kennels for pets must not be within 150 feet of any interior property boundary lines within the 1,775 acre parent tract. No animal shelters or animal rescue housing or pasturing are permitted. Exotic game shall be allowed and may be hunted, but not commercially. Private hunting leases are deemed agricultural and shall be permitted, but no more than one hunter per 150 acres is allowed.

C. No structure of a temporary character, trailer, RV, camper, tent, shack, garage, or other out building shall be used on any Tract at any time as a residence for longer than twelve (12) months and shall be shielded from other Tracts by vegetation/trees.

D. Except as hereinafter provided, no Tract shall be used for any commercial purposes, (Example, RV Park, off road vehicle park, advertising signs or billboard), except for permanent agricultural crops including vineyards, fruit trees, pecan groves and permanent grass (hay meadows or grazing pastures). No industrial pursuit or enterprise shall be permitted to be conducted on any Tract including but not limited to auto painting and repair, heavy machinery operation or storage, welding or machine shop or machining business, concrete products manufacture. Agricultural use and the processing of agricultural goods into commercial products are not a prohibited industrial pursuit or enterprise, but no wine tasting rooms, or commercial game processing facilities are allowed on any Tract. The exploration for, and production of, oil, gas and other minerals on a Tract shall not be prohibited as either a commercial purpose or as an industrial pursuit or enterprise. Farm and ranching equipment and/or machinery shall be kept in a barn or in a location on a Landowner's property where it cannot be seen by adjoining Landowners.

E. No cellular tower or other type of commercial tower shall be erected or placed upon any Tract.

F. Abandoned or inoperative equipment, vehicles, or junk shall not be permitted or stored on any Tract or any portion of any ingress or egress easement accessing any Tract.

G. Noxious or offensive activity shall not be permitted on any Tract, nor shall anything be done thereon which shall be an annoyance or nuisance to the owners of any portion of the Property (Example - the operation of a commercial gun range, skeet or trap range is prohibited). Landowners may engage in personal recreational target practice, as well as skeet and trap-shooting. Owners are to keep said Property free of litter at all times. No landfill or disposal of any kind shall be allowed that would adversely affect the natural beauty and value of any adjacent property or violate any statutes or ordinances prohibiting the placement, burial or disposal of any prohibited substance. Garbage or refuse shall not be buried on any tract.

H. Commercial surface mining (including, but not limited to stone, gravel, sand, caliche) and exploration of any type (other than for oil, gas and other minerals) which will damage the surface is prohibited. Road material including gravel or caliche, used to construct roads on the property may be removed and utilized, after which the removal site shall be restored as much as possible to its original condition.



I. No structure of any type may be placed or constructed within one hundred feet (100') of any Tract boundary.

**IV.  
BINDING EFFECT**

The above and foregoing restrictions are hereby declared to be covenants running with the Property and shall be fully binding upon all Owners, their heirs, successors and assigns.

**V.  
AMENDMENT**

The covenants, conditions and restrictions of this Declaration may only be amended by an Instrument signed by all of the Owners of 85% of the acreage contained in the Property. No amendment shall be effective until recorded in the Real Property Records of the county in which the Property is situated.

**VI.  
ENFORCEMENT**

If an Owner or Owner's heirs, successors or assigns shall violate or attempt to violate any of these covenants, conditions or restrictions, it shall be lawful for any other Owner to prosecute proceedings at law or in equity against the violator or potential violator to prevent the violation, to correct such violation, to recover damages, to obtain other relief for such violation, or to seek any combination of the forms of relief mentioned. Failure at any given time to enforce such covenant, condition or restriction shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one or any part of these provisions by judgment of a court of proper jurisdiction shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

DATED: May 15, 2014

S&J WILLIAMSON LAND AND CATTLE, LTD.

By Berton L. Williamson  
Berton L. Williamson, President of  
S&J Williamson Venture, Inc.,  
General Partner

THE STATE OF TEXAS §  
  §  
COUNTY OF WICHITA §

This Instrument was acknowledged before me on May 15, 2014 by Berton L. Williamson, President of S&J Williamson Venture, Inc., General Partner of S&J Williamson Land and Cattle, Ltd., a Texas limited partnership.

NOTARY PUBLIC'S SEAL



Jean Ann Fortner  
Notary Public for  
the State of Texas

TRACT 1:

Field notes of a survey of 1541.2 acres, more or less, of land made at the request of Stanley Williamson. Said land is situated comprising: approximately 228.8 acres part of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 119, Abstract No. 635, in Kendall County; approximately 91.2 acres, Abstract No. 1566 in Blanco County; approximately 147.1 acres, part of the G.W. Simpson Survey No. 6, Abstract No. 979 in Kendall County; approximately 12.9 acres, Abstract No. 589 in Blanco County; approximately 54.3 acres, part of the G.B. & C.N.G.R.R. Co. Survey No. 45, Abstract No. 572 in Kendall County; approximately 80.1 acres, Abstract No. 1613 in Blanco County; approximately 420.3 acres, part of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 677 in Blanco County; approximately 0.5 acre, part of said Survey situated in Kendall County; approximately 462.8 acres, part of the Chas. Scharnhorst Survey No. 92, Abstract No. 1366; approximately 10.9 acres, part of the Geo. C. Maenius Survey No. 96, 2nd Tract, Abstract No. 1543; and approximately 32.3 acres, part of the Wiley Hughes Survey No. 43, Abstract No. 281 situated in Blanco County, Texas, and comprising part of that 7001.40 acre, more or less, tract described in a conveyance to Stanley H. Williamson, et ux, by John Scrogin, et ux, dated November 29, 1958, found of record in Volume 67, page 303 of the Deed Records of Blanco County and in Volume 79, page 481 of the Deed Records of Kendall County, Texas, as said tract if found fenced, monumented and/or used on the ground, and includes land, part of Maenius (county) Road and Blanco County Road No. 1307.

Said 1,541.2 acre, more or less tract is described by metes and bounds as follows:

BEGINNING at a 6 inch dia. pine post found set for the N.E. corner of the Manuel Flores Survey No. 46, Abstract No. 176, for the N.E. corner of that 234.6 acre, more or less, tract described in a conveyance to Stanley Williamson, et ux, found of record in Volume 91, page 518 of the Deed Records of Kendall County, Texas, for a S.W. reentrant corner of the G.B. & C.N.G.R.R. Co. Survey No. 45, for a S.W. reentrant corner of that 7001.40 acre, more or less, tract described in said conveyance to Stanley Williamson, et ux, by John Scrogin, et ux, found of record in Volume 67, page 303 of the Deed Records of Blanco County and in Volume 79, page 481 of the Deed Records of Kendall County, Texas, for a S.W. reentrant corner of this tract of land;

THENCE with fence along a south line of said 7001.40 acre tract as follows:

(continued on page 2)

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Page 1 of 5

page 2                    1,541.2 acre tract

N. 72 deg. 25 min. 29 sec. W. 2428.37 feet to an 18 inch dia. L.O. tree, for the N.E. corner of that certain tract described of record in Volume 86, page

657 of the Deed Records of Kendall County, Texas;

N. 72 deg. 15 min. W. 693.0 feet to a 6 inch dia. pine post;

N. 72 deg. 25 min. W. 1274.7 feet to a 7 inch dia. pine post found set for the N.W. corner of that 100 acre First Tract described of record in Volume 81, page 7, for the N.E. corner of that 200 acre, or less, tract described of record in Volume 76, page 180, Deed Records of Kendall County, Texas;

N. 72 deg. 11 min. W. 708.4 feet to a 6 inch dia. cedar gate post found set for the S.E. corner of that 580.22 acre tract described of record in Volume 78, page 531 of the Deed Records of Kendall County, Texas, for a S.W. corner of said 7001.40 acre tract, for the W.S.W. corner of this tract of land;

THENCE with fence along the east boundary of said 580.22 acre tract and along a west boundary of said 7001.40 acre tract as follows:

N. 3 deg. 06 min. E. 8.2 feet to an 8 inch dia. cedar gatepost;

N. 22 deg. 09 min. E. 314.0 feet to a 7 inch dia. cedar post;

N. 39 deg. 15 min. E. 920.1 feet to a 7 inch dia. cedar post;

N. 45 deg. 46 min. W. 585.4 feet to an 8 inch dia. cedar post;

N. 2 deg. 05 min. W., crossing a branch, 429.2 feet in all to a 15 inch dia. H.B. tree;

N. 13 deg. 48 min. E. 506.0 feet to a twin L.O. tree;

N. 16 deg. 23 min. E. 397.1 feet to a 7 inch dia. cedar post;

N. 32 deg. 17 min. 20 sec. E. 1316.3 feet to a 7 inch dia. cedar post;

N. 21 deg. 26 min. E. 273.6 feet to a 16 inch dia. L.O. tree;

THENCE continuing with the remains of an old fence along said common boundary, generally in the bed of a branch as follows:

N. 21 deg. 54 min. E. 73.3 feet to a 20 inch dia. L.O. tree;

N. 6 deg. 24 min. E. 172.8 feet to a 6 inch dia. cedar post found set in fence along the south boundary of that 1,106.54 acre tract described of record in Volume 78, page 432 of the Deed Records of Kendall County, Texas, for the N.E. corner of said 580.22 acre tract, for a W.N.W. corner of said 7001.40 acre tract, for the W.N.W. corner of this tract of land;

THENCE with fence along the south boundary of said 1106.54 acre tract and along a northern boundary of said 7001.40 acre tract as follows:

(continued on page 3)

EXHIBIT "A"  
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page 3

1,541.2 acre tract

N. 86 deg. 09 min. 40 sec. E., crossing the Kendall-Blanco County line, 1626.0 feet in all to a 5 inch dia. cedar post;  
N. 85 deg. 57 min. E. 400.0 feet;  
N. 83 deg. 04 min. 30 sec. E. 736.0 feet to a 7 inch dia. cedar post;  
N. 72 deg. 15 min. E. 179.2 feet to an 8 inch dia. cedar post;  
S. 78 deg. 09 min. E. 631.1 feet to an 8 inch dia. cedar post;  
N. 80 deg. 55 min. E. 1876.8 feet to a 12 inch dia. pine post found set for the E.S.E. corner of said 1,106.54 acre tract, for a reentrant corner of said 7001.40 acre tract, for a reentrant corner of this tract of land;

THENCE with fence along the eastern boundary of said 1,106.54 acre tract and along a western boundary of said 7001.40 acre tract, along Blanco County Road No. 207 (Maenius Road) as follows:

N. 11 deg. 05 min. W. 1122.2 feet to a 9 inch dia. gatepost;  
N. 14 deg. 32 min. 40 sec. E. 962.2 feet to a 6 inch dia. cedar post;  
N. 15 deg. 06 min. 20 sec. E. 2376.6 feet to a 7 inch dia. cedar post found set in a north line of the Chas. Scharnhorst Survey No. 92 and in the south boundary of that 400 acre FIRST TRACT and that 92.5 acre SECOND TRACT described of record in Volume 73, page 267 of the Deed Records of Blanco County, for the N.E. corner of said 1,106.54 acre tract, for a N.W. corner of said 7001.40 acre tract, for a N.W. corner of this tract of land;

THENCE with fence along the north boundary of said 7001.40 acre tract, S. 73 deg. 27 min. E., crossing County Road No. 207, 1269.0 feet to a 5 inch dia. cedar post found set for the S.E. corner of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 93, Abstract No. 752, for a reentrant corner of said Survey No. 92;

THENCE with fence N. 0 deg. 31 min. W. 386.0 feet to a 6 inch dia. pine post found set for the S.W. corner of that 200 acre tract described of record in Volume 82, page 861 of the Deed Records of Blanco County, Texas, for a N.N.W. corner of said Survey No. 92, for the N.N.W. corner of said 7001.40 acre tract, for the N.N.W. corner of this tract of land;

THENCE with fence along the north boundary of said 7001.40 acre tract as follows:

S. 72 deg. 01 min. E. 127.8 feet to a 60d nail found set in a 7 inch dia. cedar post, for the S.E. corner of said 200 acre tract, for the S.W. corner of that

(continued on page 4)

EXHIBIT "A"  
Page 3 of 5

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page 4 1,541.2 acre tract

211.78 acre tract described of record in Volume 132, page 488 of the Deed Records of Blanco County, Texas;  
S. 72 deg. 31 min. 28 sec. E. 1926.0 feet to a 60d nail found set in a 7 inch dia. pine post, for the S.E. corner of said 211.78 acre tract, for the S.W. corner of that 211.450 acre tract described of record in Volume 81, page 658 of the Deed Records of Blanco County, Texas;  
S. 72 deg. 32 min. 28 sec. E. 1085.7 feet;  
S. 72 deg. 38 min. E. 249.4 feet;  
S. 72 deg. 54 min. 40 sec. E. 770.0 feet to a 1/2 inch dia. steel bar found set at a 7 inch dia. cedar post, for the S.S.E. corner of said 211.450 acre tract, for the N.W. corner of that 17.040 acre Tract 2 described of record in Volume 165, page 566 of the Deed Records of Blanco County, Texas, for the N.N.E. corner of said 7001.40 acre tract, for the N.N.E. corner of this tract of land;

THENCE with fence along the west boundary of LandMart Ranches said 17.040 acre tract; 36.020 acre Tract 11 and 42.789 acre Tract 12, described of record in Volume 228, page 472 of the Deed Records of Blanco County, Texas, S. 0 deg. 28 min. W. 2511.1 feet to a 6 inch dia. cedar post found set for the S.E. corner of the Geo. Maenius Survey No. 96, Second Tract, Abstract No. 1543, for the S.W. corner of said 42.789 acre tract, being a point in the N.W. boundary of that 1,017.2 acre, more or less, tract described of record in Volume 132, page 87 of the Deed Records of Blanco County, Texas, for a S.E. corner of said 7001.40 acre tract, for a S.E. corner of this tract of land;

THENCE with fence along the northern and western boundary of said 1017.2 acre tract and along the eastern boundary of said 7001.40 acre tract as follows:

N. 70 deg. 17 min. W. 1598.4 feet to a 10 inch dia. cedar post;  
S. 20 deg. 36 min. 20 sec. W. 1575.5 feet to an 8 inch dia. cedar post;  
N. 69 deg. 52 min. 24 sec. W. 2619.2 feet to a 7 inch dia. pine post;  
S. 16 deg. 31 min. 33 sec. W. 5621.0 feet to a 7 inch dia. cedar post;  
S. 66 deg. 52 min. 30 sec. E. 869.2 feet to a 9 inch dia. cedar post;  
S. 26 deg. 47 min. 20 sec. E. 1616.3 feet to a "tee" post found set at a dead P.O tree;  
S. 52 deg. 25 min. E. 82.6 feet to a 15 inch dia. pecan tree;  
S. 64 deg. 40 min. E., crossing Falls Creek, 59.6 feet in all to an 8 inch dia. pine post;  
S. 2 deg. 49 min. E. 428.3 feet to a 7 inch dia pine post found set in the north line of that 154.89 acre tract described of record in Volume 219, page 753 of (continued on page 5)

EXHIBIT "A"  
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page 5 1,541.2 acre tract

the Deed Records of Blanco County, Texas, for an E.S.E. corner of said 7001.40 acre tract, for the E.S.E. corner of this tract of land;

THENCE with fence along the boundary of said 7001.40 acre as follows:

N. 70 deg. 45 min. W., crossing Falls Creek, 230.6 feet in all to a 7 inch dia. cedar post;

N. 70 deg. 01 min. 30 sec. W. 1355.2 feet to an 8 inch dia. cedar post found set in the east line of that 180.7 acre Tract One described of record in Volume 143, page 397 of the Deed Records of Blanco County, Texas, for the N.W. corner of said 154.89 acre tract;

N. 19 deg. 44 min. E. 312.6 feet to a 7 inch dia. cedar post found set for the N.E. corner of said 180.7 acre tract;

N. 69 deg. 51 min. 30 sec. W., crossing the Blanco-Kendall County line, 2375.8 feet in all to an 8 inch dia. cedar post found set, for the N.W. corner of the S.G. Edwards Survey No. 52, Abstract No. 1612 (B), 158 (K), for a reentrant corner of the G.B. & C.N.G.R.R. Co. Survey No. 45, for the N.W. corner of said 180.7 acre tract;

S. 17 deg. 50 min. 20 sec. W. 1630.5 feet;

S. 17 deg. 28 min. 47 sec. W. 1759.6 feet to a 4 inch dia. pine post found set in the north right-of-way line of R.M. Highway No. 1888, for the S.W. corner of said 180.7 acre tract, for the S.S.E. corner of this tract of land;

THENCE with the north right-of-way line of R.M. Highway No. 1888, with the arc of a curve to the left, having a radius of 1195.9 feet and a central angle of 20 deg. 26 min., in a westerly direction, crossing Maenius (county) Road, a distance of 426.5 feet in all (LC brs. S. 77 deg. 49 min. W. 424.24 feet to a point in fence projection in a west line of said Survey No. 45, in the east line of the Manuel Flores Survey No. 46, for a S.S.W. corner of this tract of land;

THENCE with the east line of said 234.6 acre, more or less, tract described of record in Volume 91, page 518 of the Deed Records of Kendall County and with a west line of said 7001.40 acre tract, N. 17 deg. 30 min. 58 sec. E. 2924.77 feet to the place of beginning.

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TRACT 2:

Field notes of a survey of 233.6 acres, more or less, of land made at the request of Stanley Williamson. Said land is situated in Kendall County, Texas, comprising part of the Manuel Flores Survey No. 46, Abstract No. 176; part of that 234.6 acre, more or less, tract described in a conveyance to Stanley Williamson, et ux, by Lydia Kuebel, dated December 20, 1965, found of record in Volume 91, page 518 of the Deed Records of Kendall County, Texas; and comprising that 8 acre, more or less, tract described in a conveyance to Stanley Williamson, et ux, by Douglas Kuebel, et ux, dated January 4, 1966, found of record in Volume 91, page 511 of said Deed Records, as said tracts are found fenced, monumented and/or used on the ground.

Said 233.6 acre, more or less, tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a 6 inch dia. pine post found set for the N.E. corner of the Manuel Flores Survey No. 46, Abstract No. 176, for a Reentrant corner of the G.B. & C.R.R. Co. Survey No. 45, Abstract No. 572, for a reentrant corner of that 7001.40 acre, more or less, tract described of record in Volume 79, page 481, for the N.E. corner of that 234.6 acre, more or less, tract described in said conveyance to Stanley Williamson, et ux, by Lydia Kuebel, found of record in Volume 91, page 518, Deed Records of Kendall County, Texas, for the N.E. corner of this tract of land;

THENCE with the east line of said Manuel Flores Survey and with the east line of said 234.6 acre tract, S. 17 deg. 30 min. 58 sec. W. 2934.77 feet to a point in fence projection, in the N.W. right-of-way line of R.M. Highway No. 1888, for the S.E. corner of this tract of land;

THENCE with the N.W. right-of-way line of R.M. Highway No. 1888 as follows:

with the arc of a curve to the left, having a radius of 1195.9 feet and a central angle of 7 deg. 19 min. 55 sec., in a southwesterly direction, a distance of 153.03 feet (LC brs. S. 63 deg. 56 min. 18 sec., W. 152.93 feet) to a concrete monument;  
S. 60 deg. 18 min. 07 sec. W. 425.55 feet to a 1/2 inch dia. steel bar found set at a 6 inch dia. cedar post, for the east corner of that 8 acre, more or less, tract described of record in Volume 301, page 944 of the Deed Records of Kendall County, Texas;

THENCE with fence, N. 29 deg. 40 min. 28 sec. W. 855.68 feet to a 1/2 inch (continued on page 2)

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page 2

233.6 acre tract

dia. steel bar found set at a 6 inch dia. pine post, for the north corner of said 8 acre tract;

THENCE with fence, S. 60 deg. 16 min. 48 sec. W. 408.03 feet to a 1/2 inch dia. steel bar found set at a 7 inch dia. pine post, for the west corner of said 8 acre tract, for the north corner of that 8 acre, more or less, tract described in said conveyance to Stanley Williamson, et ux, by Douglas Kuebel, et ux, found of record in Volume 91, page 511 of the Deed Records of Kendall County, Texas;

THENCE with fence along the common boundary of said 8 acre tracts, S. 29 deg. 38 min. 59 sec. E. 855.53 feet to a 7 inch dia. pine post found set in the N.W. right-of-way line of R.M. Highway No. 1888;

THENCE with the N.W. right-of-way line of R.M. Highway No. 1888, S. 60 deg. 18 min. 07 sec. W. 406.36 feet to a 6 inch dia. pine post found set for the east corner of that 8 acre, more or less, tract described of record in Volume 85, page 188 of the Deed Records of Kendall County, Texas, for the south corner of said 8 acre Williamson tract;

THENCE with fence along the common boundary of said 8 acre tracts, N. 29 deg. 39 min. 37 sec. W. 855.4 feet to a 7 inch dia. cedar post found set;

THENCE with fence along the N.W. line of said 8 acre tract described of record in Volume 85, page 188 of said Deed Records, S. 60 deg. 16 min. 35 sec. W., passing it's west corner and the north corner of that 8 acre, more or less, tract described of record in Volume 86, page 273 of the Deed Records of Kendall County, Texas, 858.28 feet in all to a point at a 4 inch dia. pipe post found set;

THENCE with fence along the S.W. line of said 8 acre tract described of record in Volume 86, page 273 of said Deed Records, S. 29 deg. 46 min. 41 sec. E. 676.43 feet to a 4 inch dia. pipe post found set in the north right-of-way line of R.M. Highway No. 1888;

THENCE with the north right-of-way line of R.M. Highway No. 1888 as follows:

with the arc of a curve to the right, having a radius of 1095.9 feet and a central angle of 15 deg. 27 min. 19 sec., in a westerly direction, a distance of 295.62 feet (LC brs. N. 78 deg. 48 min. W. 294.72 feet to a concrete monument;

(continued on page 3)

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page 3                      233.6 acre tract

N. 71 deg. 06 min. W. 845.13 feet to a 4 inch dia. pipe post found set in fence along the east line of that 20 ft. wide road tract described of record in Volume 81, page 7 of the Deed Records of Kendall County, Texas, for the S.W. corner of this tract of land;

THENCE with fence along the east line of said road tract and along the west line of said 234.6 acre tract as follows:

N. 14 deg. 23 min. E. 82.8 feet;  
N. 17 deg. 47 min. 34 sec. E. 1530.59 feet to a 12 inch dia. pine post;  
N. 9 deg. 17 min. 16 sec. W. 213.64 feet to a 7 inch dia. pine post found set in the east boundary of that 100 acre FIRST tract described of record in Volume 81, page 7 of the Deed Records of Kendall County, Texas;

THENCE with fence along the east line of said 100 acre tract and along the west line of said 234.6 acre tract, N. 18 deg. 17 min. 24 sec. E., at 1849.8 feet a 7 inch dia. cedar post, 1850.97 feet in all to a point, for the S.W. corner of that certain tract described of record in Volume 86, page 657 of the Deed Records of Kendall County, Texas, for a W.N.W. corner of this tract of land;

THENCE with fence along the boundary of that certain tract described of record in Volume 86, page 657 of said Deed Records, and along the boundary of said 234.6 acre tract as follows:

S. 81 deg. 44 min. 14 sec. E. 609.22 feet to a 7 inch dia. pine post;  
N. 5 deg. 12 min. 23 sec. E. 736.69 feet to an 18 inch dia. L.O. tree in fence along the north line of the Manuel Flores Survey, in a south line of said 7001.40 acre tract, for the N.N.W. corner of this tract of land;

THENCE with the north line of the Manuel Flores Survey and with the north line of said 234.6 acre tract, S. 72 deg. 25 min. 29 sec. E. 2428.37 feet to the place of beginning.

Survey completed January 15, 2001

Plat & Field Notes

  
Charles E. Ottmers  
Reg. Prof. Land Surveyor

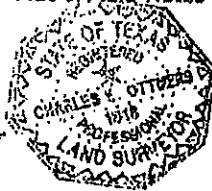


EXHIBIT "B"  
Page 3 of 3

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Filed this 19th day of May 2014  
3:30 p M  
KAREN NEWMAN  
County Clerk, Blanco County, Texas  
By Carrie DeSpain Deputy

STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in File Number Sequence on the  
date and the time stamped hereon by me and was duly RECORDED in Official  
Public records of Blanco County, Texas on

MAY 19 2014



Karen Newman  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

Filed & Recorded in:

KENDALL COUNTY  
DARLENE HERRIN  
COUNTY CLERK

05/16/2014 1:00PM

Document Number: 00284055  
Total Fees : \$66.00 KCAC

Receipt Number - 46036  
By Deputy: Harriet P Seldensticker

This Document has been received by this Office  
for Recording into the Official Public Records.  
We do hereby swear that we do not discriminate  
due to Race, Creed, Color, Sex or National  
Origin.

STATE OF TEXAS, COUNTY OF KENDALL  
I hereby certify that this instrument was filed  
in File Number Sequence on the date and  
at the time stamped hereon and was duly  
recorded in the OFFICIAL RECORDS Records of  
Kendall County, Texas on

05/16/2014  
DARLENE HERRIN, COUNTY CLERK  
Kendall County, Texas

By: HPS Deputy

142800

**AMENDMENT TO  
RESTRICTIVE COVENANT DECLARATION**

**Recitals**

A. S&J Williamson Land and Cattle, Ltd. ("Declarant"), a Texas limited partnership, executed that certain Restrictive Covenant Declaration (the "Declaration") dated May 15, 2014, containing restrictions on the use of certain real property (the "Property") situated in Blanco and Kendall Counties, Texas, described in the attached Exhibit "A" and Exhibit "B", incorporated herein by reference. The Declaration is recorded in Volume 491 at Pages 878 *et seq.* of the real property records of Blanco County, Texas and in Volume 1416 at Pages 564 *et seq.* of the real property records of Kendall County, Texas. Reference is here made to the Declaration and its record for all purposes. Initially capitalized terms used herein, which are not otherwise hereinafter defined or amended, shall have the same respective meanings as set forth in the Declaration.

B. Mirador Properties, L.L.C. ("Mirador") and Declarant, the Owners of 100% of the acreage contained in the Property, desire to amend the Declaration as set forth in this Amendment to Restrictive Covenant Declaration (this "Amendment").

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

THAT, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mirador and Declarant agree:

1.0 Paragraph D. of Article III of the Declaration is hereby deleted in its entirety and the following is substituted therefor:

"D. Except as hereinafter provided, no Tract shall be used for any commercial purposes, (Example, RV Park, off road vehicle park, advertising signs or billboard), except for permanent agricultural crops including vineyards, fruit trees, pecan groves and permanent grass (hay meadows or grazing pastures). No industrial pursuit or enterprise shall be permitted to be conducted on any Tract including but not limited to auto painting and repair, heavy machinery operation or storage, welding or machine shop or machining business, concrete products manufacture. A cottage industry by an artisan, i.e. artist, painter, photographer, or wood, metal or glass sculptor or fabricator (for an artistic, not industrial, purpose), is permitted with a limit of two employees plus Owner per Tract. Bed and Breakfast establishments are allowed, limited to one guest room per Tract or per each 150 acres in a Tract, if the acreage in a Tract equals or exceeds 300 acres. Home offices are permitted, with a limit of two employees plus Owner per Tract. Agricultural use and the processing of agricultural goods into commercial products are not a prohibited industrial pursuit or enterprise, but no wine tasting rooms, or commercial game processing facilities are allowed on any Tract. The exploration for, and production of, oil, gas and other minerals on a Tract shall not be prohibited as either a commercial purpose or as an industrial pursuit or enterprise. Farm and ranching equipment and/or machinery shall be kept in a barn or in a location on a Landowner's property where it cannot be seen by adjoining Landowners."

2.0 Paragraph G of Article III of the Declaration is hereby amended by adding the following sentence as the last sentence of such paragraph:

"The stacking, burying and burning of trees, brush and other vegetation cleared on any Tract shall not be prohibited, but all stacks shall be burned and spread within a reasonable period of time but under weather conditions promoting safe burn practices and subject to burn bans and other rules and regulations governing all such activities on the Tract imposed by local and state governmental authority."

As amended herein, Mirador and Declarant hereby ratify and confirm the continued validity of the Declaration to govern the use and enjoyment of the Property.

This Amendment to Restrictive Covenant Declaration ("Amendment") may be executed in one or more multiple original counterpart copies, no one of which need be signed by all of the parties, but all of which when taken together shall be deemed to be one Amendment.

DATED: October 17, 2014.

**MIRADOR:**

**MIRADOR PROPERTIES, L.L.C.**

By

  
William T. Van Kleeef, Managing Member

**DECLARANT:**

**S&J WILLIAMSON LAND AND  
CATTLE, LTD.**

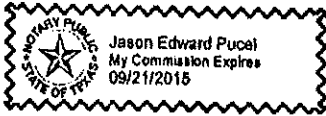
By

  
Berton L. Williamson, President of  
S&J Williamson Venture, Inc.,  
General Partner

THE STATE OF TEXAS §  
§  
COUNTY OF COMAL §

This instrument was acknowledged before me on October 17<sup>th</sup>, 2014 by William T. Van Kleef, Managing Member of Mirador Properties, L.L.C., a Texas limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC'S SEAL



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public for  
the State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF WICHITA §

This instrument was acknowledged before me on October 7, 2014 by Berton L. Williamson, President of S&J Williamson Venture, Inc., General Partner of S&J Williamson Land and Cattle, Ltd., a Texas limited partnership.

NOTARY PUBLIC'S SEAL



*Elaine Bowden*  
\_\_\_\_\_  
Notary Public for  
the State of Texas

TRACT 1:

Field notes of a survey of 1541.2 acres, more or less, of land made at the request of Stanley Williamson. Said land is situated comprising: approximately 228.8 acres part of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 119, Abstract No. 635, in Kendall County; approximately 91.2 acres, Abstract No. 1566 in Blanco County; approximately 147.1 acres, part of the G.W. Simpson Survey No. 6, Abstract No. 979 in Kendall County; approximately 12.9 acres, Abstract No. 589 in Blanco County; approximately 54.3 acres, part of the G.B. & C.N.G.R.R. Co. Survey No. 45, Abstract No. 572 in Kendall County; approximately 80.1 acres, Abstract No. 1613 in Blanco County; approximately 420.3 acres, part of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 677 in Blanco County; approximately 0.5 acre, part of said Survey situated in Kendall County; approximately 462.8 acres, part of the Chas. Scharnhorst Survey No. 92, Abstract No. 1366; approximately 10.9 acres, part of the Geo. C. Maenius Survey No. 96, 2nd Tract, Abstract No. 1543; and approximately 32.3 acres, part of the Wiley Hughes Survey No. 43, Abstract No. 281 situated in Blanco County, Texas, and comprising part of that 7001.40 acre, more or less, tract described in a conveyance to Stanley H. Williamson, et ux, by John Scrogin, et ux, dated November 29, 1958, found of record in Volume 67, page 303 of the Deed Records of Blanco County and in Volume 79, page 481 of the Deed Records of Kendall County, Texas, as said tract if found fenced, monumented and/or used on the ground, and includes land, part of Maenius (county) Road and Blanco County Road No. 1207.

Said 1,541.2 acre, more or less tract is described by metes and bounds as follows:

BEGINNING at a 6 inch dia. pine post found set for the N.E. corner of the Manuel Flores Survey No. 46, Abstract No. 176, for the N.E. corner of that 234.6 acre, more or less, tract described in a conveyance to Stanley Williamson, et ux, found of record in Volume 91, page 518 of the Deed Records of Kendall County, Texas, for a S.W. reentrant corner of the G.B. & C.N.G.R.R. Co. Survey No. 45, for a S.W. reentrant corner of that 7001.40 acre, more or less, tract described in said conveyance to Stanley Williamson, et ux, by John Scrogin, et ux, found of record in Volume 67, page 303 of the Deed Records of Blanco County and in Volume 79, page 481 of the Deed Records of Kendall County, Texas, for a S.W. reentrant corner of this tract of land;

THENCE with fence along a south line of said 7001.40 acre tract as follows:

(continued on page 2)

page 2 1,541.2 acre tract

N. 72 deg. 25 min. 29 sec. W. 2428.37 feet to an 18 inch dia. L.O. tree, for the N.E. corner of that certain tract described of record in Volume 86, page

657 of the Deed Records of Kendall County, Texas;  
N. 72 deg. 15 min. W. 693.0 feet to a 6 inch dia. pine post;  
N. 72 deg. 25 min. W. 1274.7 feet to a 7 inch dia. pine post found set for the N.W. corner of that 100 acre First Tract described of record in Volume 81, page 7, for the N.E. corner of that 200 acre, or less, tract described of record in Volume 76, page 180, Deed Records of Kendall County, Texas;  
N. 72 deg. 11 min. W. 708.4 feet to a 6 inch dia. cedar gate post found set for the S.E. corner of that 580.22 acre tract described of record in Volume 78, page 531 of the Deed Records of Kendall County, Texas, for a S.W. corner of said 7001.40 acre tract, for the W.S.W. corner of this tract of land;

THENCE with fence along the east boundary of said 580.22 acre tract and along a west boundary of said 7001.40 acre tract as follows:

N. 3 deg. 06 min. E. 8.2 feet to an 8 inch dia. cedar gatepost;  
N. 22 deg. 09 min. E. 314.0 feet to a 7 inch dia. cedar post;  
N. 39 deg. 15 min. E. 920.1 feet to a 7 inch dia. cedar post;  
N. 45 deg. 46 min. W. 585.4 feet to an 8 inch dia. cedar post;  
N. 2 deg. 05 min. W., crossing a branch, 429.2 feet in all to a 15 inch dia. H.B. tree;  
N. 13 deg. 48 min. E. 506.0 feet to a twin L.O. tree;  
N. 16 deg. 23 min. E. 397.1 feet to a 7 inch dia. cedar post;  
N. 32 deg. 17 min. 20 sec. E. 1316.3 feet to a 7 inch dia. cedar post;  
N. 21 deg. 26 min. E. 273.6 feet to a 16 inch dia. L.O. tree;

THENCE continuing with the remains of an old fence along said common boundary, generally in the bed of a branch as follows:

N. 21 deg. 54 min. E. 73.3 feet to a 20 inch dia. L.O. tree;  
N. 6 deg. 24 min. E. 172.8 feet to a 6 inch dia. cedar post found set in fence along the south boundary of that 1,106.54 acre tract described of record in Volume 78, page 432 of the Deed Records of Kendall County, Texas, for the N.E. corner of said 580.22 acre tract, for a W.N.W. corner of said 7001.40 acre tract, for the W.N.W. corner of this tract of land;

THENCE with fence along the south boundary of said 1106.54 acre tract and along a northern boundary of said 7001.40 acre tract as follows:

(continued on page 3)

page 3 1,541.2 acre tract

N. 86 deg. 09 min. 40 sec. E., crossing the Kendall-Blanco County line, 1626.0 feet in all to a 5 inch dia. cedar post;  
N. 85 deg. 57 min. E. 400.0 feet;  
N. 83 deg. 04 min. 30 sec. E. 736.0 feet to a 7 inch dia. cedar post;  
N. 72 deg. 15 min. E. 179.2 feet to an 8 inch dia. cedar post;  
S. 78 deg. 09 min. E. 631.1 feet to an 8 inch dia. cedar post;  
N. 80 deg. 55 min. E. 1876.8 feet to a 12 inch dia. pine post found set for the E.S.E. corner of said 1,106.54 acre tract, for a reentrant corner of said 7001.40 acre tract, for a reentrant corner of this tract of land;

THENCE with fence along the eastern boundary of said 1,106.54 acre tract and along a western boundary of said 7001.40 acre tract, along Blanco County Road No. 207 (Maenius Road) as follows:

N. 11 deg. 05 min. W. 1122.2 feet to a 9 inch dia. gatepost;  
N. 14 deg. 32 min. 40 sec. E. 962.2 feet to a 6 inch dia. cedar post;  
N. 15 deg. 06 min. 20 sec. E. 2378.6 feet to a 7 inch dia. cedar post found set in a north line of the Chas. Scharnhorst Survey No. 92 and in the south boundary of that 400 acre FIRST TRACT and that 92.5 acre SECOND TRACT described of record in Volume 73, page 267 of the Deed Records of Blanco County, for the N.E. corner of said 1,106.54 acre tract, for a N.W. corner of said 7001.40 acre tract, for a N.W. corner of this tract of land;

THENCE with fence along the north boundary of said 7001.40 acre tract, S. 73 deg. 27 min. E., crossing County Road No. 207, 1269.0 feet to a 5 inch dia. cedar post found set for the S.E. corner of the C.C.S.D.& R.G.N.G.R.R. Co. Survey No. 93, Abstract No. 752, for a reentrant corner of said Survey No. 92;

THENCE with fence N. 0 deg. 31 min. W. 386.0 feet to a 6 inch dia. pine post found set for the S.W. corner of that 200 acre tract described of record in Volume 82, page 861 of the Deed Records of Blanco County, Texas, for a N.N.W. corner of said Survey No. 92, for the N.N.W. corner of said 7001.40 acre tract, for the N.N.W. corner of this tract of land;

THENCE with fence along the north boundary of said 7001.40 acre tract as follows:

S. 72 deg. 01 min. E. 127.8 feet to a 60d nail found set in a 7 inch dia. cedar post, for the S.E. corner of said 200 acre tract, for the S.W. corner of that

(continued on page 4)



page 4 1,541.2 acre tract

211.78 acre tract described of record in Volume 132, page 488 of the Deed Records of Blanco County, Texas;  
S. 72 deg. 31 min. 28 sec. E. 1926.0 feet to a 60d nail found set in a 7 inch dia. pine post, for the S.E. corner of said 211.78 acre tract, for the S.W. corner of that 211.450 acre tract described of record in Volume 81, page 658 of the Deed Records of Blanco County, Texas;  
S. 72 deg. 32 min. 26 sec. E. 1085.7 feet;  
S. 72 deg. 38 min. E. 249.4 feet;  
S. 72 deg. 54 min. 40 sec. E. 770.0 feet to a 1/2 inch dia. steel bar found set at a 7 inch dia. cedar post, for the S.S.E. corner of said 211.450 acre tract, for the N.W. corner of that 17.040 acre Tract 2 described of record in Volume 165, page 566 of the Deed Records of Blanco County, Texas, for the N.N.E. corner of said 7001.40 acre tract, for the N.N.E. corner of this tract of land;

THENCE with fence along the west boundary of LandMart Ranches said 17.040 acre tract; 36.020 acre Tract 11 and 42.789 acre Tract 12, described of record in Volume 228, page 472 of the Deed Records of Blanco County, Texas, S. 0 deg. 28 min. W. 2511.1 feet to a 6 inch dia. cedar post found set for the S.E. corner of the Geo. Maenius Survey No. 96, Second Tract, Abstract No. 1543, for the S.W. corner of said 42.789 acre tract, being a point in the N.W. boundary of that 1,017.2 acre, more or less, tract described of record in Volume 132, page 87 of the Deed Records of Blanco County, Texas, for a S.E. corner of said 7001.40 acre tract, for a S.E. corner of this tract of land;

THENCE with fence along the northern and western boundary of said 1017.2 acre tract and along the eastern boundary of said 7001.40 acre tract as follows:

N. 70 deg. 17 min. W. 598.4 feet to a 10 inch dia. cedar post;  
S. 20 deg. 36 min. 20 sec. W. 1575.5 feet to an 8 inch dia. cedar post;  
N. 69 deg. 52 min. 24 sec. W. 2619.2 feet to a 7 inch dia. pine post;  
S. 16 deg. 31 min. 33 sec. W. 5621.0 feet to a 7 inch dia. cedar post;  
S. 66 deg. 52 min. 30 sec. E. 869.2 feet to a 9 inch dia. cedar post;  
S. 26 deg. 47 min. 20 sec. E. 1616.3 feet to a "tee" post found set at a dead P.O tree;  
S. 52 deg. 25 min. E. 82.6 feet to a 15 inch dia. pecan tree;  
S. 64 deg. 40 min. E., crossing Falls Creek, 59.6 feet in all to an 8 inch dia. pine post;  
S. 2 deg. 49 min. E. 428.3 feet to a 7 inch dia pine post found set in the north line of that 154.89 acre tract described of record in Volume 219, page 753 of  
(continued on page 5)

EXHIBIT "A"  
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page 5 1,541.2 acre tract

the Deed Records of Blanco County, Texas, for an E.S.E. corner of said 7001.40 acre tract, for the E.S.E. corner of this tract of land;

THENCE with fence along the boundary of said 7001.40 acre as follows:  
N. 70 deg. 45 min. W., crossing Falls Creek, 230.6 feet in all to a 7 inch dia. cedar post;  
N. 70 deg. 01 min. 30 sec. W. 1355.2 feet to an 8 inch dia. cedar post found set in the east line of that 180.7 acre Tract One described of record in Volume 143, page 397 of the Deed Records of Blanco County, Texas, for the N.W. corner of said 154.89 acre tract;  
N. 19 deg. 44 min. E. 312.6 feet to a 7 inch dia. cedar post found set for the N.E. corner of said 180.7 acre tract;  
N. 69 deg. 51 min. 30 sec. W., crossing the Blanco-Kendall County line, 2375.8 feet in all to an 8 inch dia. cedar post found set, for the N.W. corner of the S.G. Edwards Survey No. 52, Abstract No. 1612 (B), 158 (K), for a reentrant corner of the G.B. & C.N.G.R.R. Co. Survey No. 45, for the N.W. corner of said 180.7 acre tract;  
S. 17 deg. 50 min. 20 sec. W. 1630.5 feet;  
S. 17 deg. 28 min. 47 sec. W. 1759.6 feet to a 4 inch dia. pine post found set in the north right-of-way line of R.M. Highway No. 1888, for the S.W. corner of said 180.7 acre tract, for the S.S.E. corner of this tract of land;

THENCE with the north right-of-way line of R.M. Highway No. 1888, with the arc of a curve to the left, having a radius of 1195.9 feet and a central angle of 20 deg. 26 min., in a westerly direction, crossing Maenius (county) Road, a distance of 426.5 feet in all (LC brs. S. 77 deg. 49 min. W. 424.24 feet to a point in fence projection in a west line of said Survey No. 45, in the east line of the Manuel Flores Survey No. 46, for a S.S.W. corner of this tract of land;

THENCE with the east line of said 234.6 acre, more or less, tract described of record in Volume 91, page 518 of the Deed Records of Kendall County and with a west line of said 7001.40 acre tract, N. 17 deg. 30 min. 58 sec. E. 2934.77 feet to the place of beginning.

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TRACT 2:

Field notes of a survey of 233.6 acres, more or less, of land made at the request of Stanley Williamson. Said land is situated in Kendall County, Texas, comprising part of the Manuel Flores Survey No. 46, Abstract No. 176; part of that 234.6 acre, more or less, tract described in a conveyance to Stanley Williamson, et ux, by Lydia Kuebel, dated December 20, 1965, found of record in Volume 91, page 518 of the Deed Records of Kendall County, Texas; and comprising that 8 acre, more or less, tract described in a conveyance to Stanley Williamson, et ux, by Douglas Kuebel, et ux, dated January 4, 1966, found of record in Volume 91, page 511 of said Deed Records, as said tracts are found fenced, monumented and/or used on the ground.

Said 233.6 acre, more or less, tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a 6 inch dia. pine post found set for the N.E. corner of the Manuel Flores Survey No. 46, Abstract No. 176, for a Reentrant corner of the G.B. & C.R.R. Co. Survey No. 45, Abstract No. 572, for a reentrant corner of that 7001.40 acre, more or less, tract described of record in Volume 79, page 481, for the N.E. corner of that 234.6 acre, more or less, tract described in said conveyance to Stanley Williamson, et ux, by Lydia Kuebel, found of record in Volume 91, page 518, Deed Records of Kendall County, Texas, for the N.E. corner of this tract of land;

THENCE with the east line of said Manuel Flores Survey and with the east line of said 234.6 acre tract, S. 17 deg. 30 min. 58 sec. W. 2934.77 feet to a point in fence projection, in the N.W. right-of-way line of R.M. Highway No. 1888, for the S.E. corner of this tract of land;

THENCE with the N.W. right-of-way line of R.M. Highway No. 1888 as follows:

with the arc of a curve to the left, having a radius of 1195.9 feet and a central angle of 7 deg. 19 min. 55 sec., in a southwesterly direction, a distance of 153.03 feet (LC brs. S. 63 deg. 56 min. 18 sec., W. 152.93 feet) to a concrete monument;  
S. 60 deg. 18 min. 07 sec. W. 425.55 feet to a 1/2 inch dia. steel bar found set at a 6 inch dia. cedar post, for the east corner of that 8 acre, more or less, tract described of record in Volume 301, page 944 of the Deed Records of Kendall County, Texas;

THENCE with fence, N. 29 deg. 40 min. 28 sec. W. 855.68 feet to a 1/2 inch (continued on page 2)

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page 2

233.6 acre tract

dia. steel bar found set at a 6 inch dia. pine post, for the north corner of said 8 acre tract;

THENCE with fence, S. 60 deg. 16 min. 48 sec. W. 408.03 feet to a ½ inch dia. steel bar found set at a 7 inch dia. pine post, for the west corner of said 8 acre tract, for the north corner of that 8 acre, more or less, tract described in said conveyance to Stanley Williamson, et ux, by Douglas Kuebel, et ux, found of record in Volume 91, page 511 of the Deed Records of Kendall County, Texas;

THENCE with fence along the common boundary of said 8 acre tracts, S. 29 deg. 38 min. 59 sec. E. 855.53 feet to a 7 inch dia. pine post found set in the N.W. right-of-way line of R.M. Highway No. 1888;

THENCE with the N.W. right-of-way line of R.M. Highway No. 1888, S. 60 deg. 18 min. 07 sec. W. 406.36 feet to a 6 inch dia. pine post found set for the east corner of that 8 acre, more or less, tract described of record in Volume 85, page 188 of the Deed Records of Kendall County, Texas, for the south corner of said 8 acre Williamson tract;

THENCE with fence along the common boundary of said 8 acre tracts, N. 29 deg. 39 min. 37 sec. W. 855.4 feet to a 7 inch dia. cedar post found set;

THENCE with fence along the N.W. line of said 8 acre tract described of record in Volume 85, page 188 of said Deed Records, S. 60 deg. 16 min. 35 sec. W., passing its west corner and the north corner of that 8 acre, more or less, tract described of record in Volume 86, page 273 of the Deed Records of Kendall County, Texas, 858.28 feet in all to a point at a 4 inch dia. pipe post found set;

THENCE with fence along the S.W. line of said 8 acre tract described of record in Volume 86, page 273 of said Deed Records, S. 29 deg. 46 min. 41 sec. E. 676.43 feet to a 4 inch dia. pipe post found set in the north right-of-way line of R.M. Highway No. 1888;

THENCE with the north right-of-way line of R.M. Highway No. 1888 as follows:

with the arc of a curve to the right, having a radius of 1095.9 feet and a central angle of 15 deg. 27 min. 19 sec., in a westerly direction, a distance of 295.62 feet (LC brs. N. 78 deg. 48 min. W. 294.72 feet to a concrete monument;

(continued on page 3)

page 3                    233.6 acre tract

N. 71 deg. 06 min. W. 845.13 feet to a 4 inch dia. pipe post found set in fence along the east line of that 20 ft. wide road tract described of record in Volume 81, page 7 of the Deed Records of Kendall County, Texas, for the S.W. corner of this tract of land;

THENCE with fence along the east line of said road tract and along the west line of said 234.6 acre tract as follows:

N. 14 deg. 23 min. E. 82.8 feet;  
N. 17 deg. 47 min. 34 sec. E. 1530.59 feet to a 12 inch dia. pine post;  
N. 9 deg. 17 min. 16 sec. W. 213.64 feet to a 7 inch dia. pine post found set in the east boundary of that 100 acre FIRST tract described of record in Volume 81, page 7 of the Deed Records of Kendall County, Texas;

THENCE with fence along the east line of said 100 acre tract and along the west line of said 234.6 acre tract, N. 18 deg. 17 min. 24 sec. E., at 1849.8 feet a 7 inch dia. cedar post, 1850.97 feet in all to a point, for the S.W. corner of that certain tract described of record in Volume 86, page 657 of the Deed Records of Kendall County, Texas, for a W.N.W. corner of this tract of land;

THENCE with fence along the boundary of that certain tract described of record in Volume 86, page 657 of said Deed Records, and along the boundary of said 234.6 acre tract as follows:

S. 81 deg. 44 min. 14 sec. E. 609.22 feet to a 7 inch dia. pine post;  
N. 5 deg. 12 min. 23 sec. E. 736.69 feet to an 18 inch dia. L.O. tree in fence along the north line of the Manuel Flores Survey, in a south line of said 7001.40 acre tract, for the N.N.W. corner of this tract of land;

THENCE with the north line of the Manuel Flores Survey and with the north line of said 234.6 are tract, S. 72 deg. 25 min. 29 sec. E. 2428.37 feet to the place of beginning.

Survey completed January 15, 2001

Plat & Field Notes

  
Charles E. Ottmers  
Reg. Prof. Land Surveyor

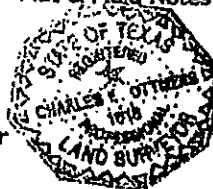


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Filed & Recorded in:

**KENDALL COUNTY  
DARLENE HERRIN  
COUNTY CLERK**

10/23/2014 02:18PM

Document Number : 00287868  
Total Fees : \$66.00 *pd*

Receipt Number - 50163  
By Deputy: Paula Pfeiffer

This Document has been received by this Office for  
Recording into the Official Public Records.

We do hereby swear that we do not discriminate due to  
Race, Creed, Color, Sex or National Origin.

STATE OF TEXAS, COUNTY OF KENDALL  
I hereby certify that this instrument was filed in File Number  
Sequence on the date and at the time stamped hereon and  
was duly recorded in the OFFICIAL RECORDS Records of  
Kendall County, Texas on

10/23/2014  
DARLENE HERRIN, COUNTY CLERK  
Kendall County, Texas

By: \_\_\_\_\_ Deputy

Filed this *SM* day of *NOV* 20*14*  
*10:48 A* M  
Laura Walla  
County Clerk, Blanco County, Texas  
*L. Despain* Deputy

STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in File Number Sequence on the  
date and the time stamped hereon by me and was duly RECORDED in Official  
Public records of Blanco County, Texas on

NOV 05 2014



*Laura Walla*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS  
FOR RED OAK MOUNTAIN SUBDIVISION

STATE OF TEXAS                   §  
  §    KNOWN ALL MEN BY THESE PRESENTS  
COUNTY OF BLANCO           §

This Declaration is made on the date hereinafter set forth by Red Oak Mountain, LLC, a Delaware Limited Liability Company, hereinafter referred to as "Developer" or "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of land located in Blanco County, Texas, containing 492.663 acres and being more fully described on the Plat recorded in Volume 3, Pages 298-303 of the Map and Plat Records of Blanco County, Texas, hereinafter referred to as "Red Oak Mountain Subdivision," "Property" or "Subdivision".

WHEREAS, it is the desire and purpose of Developer to place certain restrictions, easements, covenants, conditions, charges and liens, and reservations (hereinafter "Restrictions") upon the Subdivision in order to establish a uniform plan for its development, insure the use of the subdivision for residential purposes only, prevent nuisances, prevent the impairment of the value of the Subdivision, maintain the desired character of the community, and insure the preservation of such uniform plan for the benefit of the present and future Owners of the Tracts within the Subdivision, and to promote the health, safety, and welfare of the residents within the Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon the Subdivision, the following Restrictions for the purposes of enhancing and protecting the value, desirability and attractiveness of the Subdivision, which Restrictions shall run with the land and inure to the benefit of each Owner and his invitees:

**ARTICLE I**  
**DEFINITIONS**

1.01 Architectural Control Committee or ACC. "Architectural Control Committee" or "ACC" shall mean the Developer until the Control Transfer Date and thereafter a committee initially appointed by the Developer pursuant to these Restrictions, and then appointed by the Board, to review and approve plans for the construction of Improvements as more specifically provided by Section 4.02 hereof. Board appointment shall mean property owners only, not Developer board.

1.02 Annual Assessment. "Annual Assessment" means the amount set forth in Section 6.02 hereof.

1.03 Assessment. "Assessment" means the Annual Assessment, Special Assessments or other charges, interest, penalties and fees authorized by these Restrictions together with the cost and

expense incurred in collecting Assessments, including, but not limited to court costs and attorney's fees.

1.04 Association. "Association" means and refers to Red Oak Mountain Property Owners' Association, Inc. and its successors and assigns.

1.05 Board of Directors. "Board of Directors" means and refers to the Board of Directors of Red Oak Mountain Property Owners' Association, Inc.

1.06 Bylaws. "Bylaws" mean the Bylaws of the Association as from time to time amended.

1.07 Certificate of Formation. "Certificate of Formation" shall mean the Certificate of Formation of Red Oak Mountain Property Owners' Association, Inc., and any amendments thereto, which have been or will be filed in the office of the Secretary of State of the State of Texas.

1.08 Common Area. "Common Area" means the portions of the Subdivision, including any applicable easements, owned by the Association for the common use and enjoyment of the Members including, but not limited to, all roads, gated entrance with stone walls and pillars, easements, drainage easements, water fire protection tank, water well, landscaping and mailbox clusters, together with such other property as the Association may acquire in the future for the common use and enjoyment of the Members.

1.09 Common Area Expense. "Common Area Expense" means all expense necessary to maintain, replace, repair and expand the Common Area as well as all necessary expense to operate the Association including, but not limited to, casualty and liability insurance, directors and officers liability insurance and all other reasonable and necessary expenses of the Association. Additionally, Common Area Expense shall include (a) the cost of repair and maintenance of the roads, (b) mowing of the Common Areas (c) Common Area maintenance and replacement of landscaping, (d) as well as such other expense and capital enhancements as may be determined by the Board of Directors to promote the safety, health, recreation and welfare of the Members and maintain the Subdivision in an attractive manner.

1.10 Control Transfer Date. The "Control Transfer Date" shall mean the earlier date of: 1.) Developer no longer owns any part of the entire Subdivision, including but not limited to Common Areas; 2.) Fifteen (15) years from date of recordation of this Declaration; or 3.) Developer, in its sole discretion, voluntarily relinquishes control of the Association as set forth in Sections 4.02(a) or 7.01 hereof. Notwithstanding this provision, on or before the 120th day after the date seventy five percent (75%) of the lots that may be created and made subject to this Declaration are conveyed to owners other than Developer, at least one-third of the board members must be elected by owners other than the Developer.

1.11 Construction Deposit. The Construction Deposit has the meaning described in Section 4.06 hereof.

1.12 Developer. "Developer" means and refers to Red Oak Mountain, LLC, a Delaware Limited Liability Company, its successors and assigns.



1.13 Improvement. "Improvement" means every structure and all appurtenances of every type and kind, including but not limited to buildings, outbuildings, patios, storage buildings, barns, garages, decks, stairs, retaining walls, screening walls, fences, landscaping art or statuary, poles, signs, exterior air conditioning units, exterior water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, utilities, lines, meters, antennas, towers, satellite dishes or any other sound or data receivers or transmitters. The term "Improvement" excludes the interior of each residence, guest quarters, barn or other approved building and the ACC shall have no authority to approve or disapprove improvements made to the interior of such buildings where the exterior of the building is not affected by the interior improvement.

1.14 Member. "Member" means and refers to every current Owner of a Lot.

1.15 Notice. Whenever any "notice" is required by these Restrictions, such notices shall be in writing and shall be deemed received when actually received, or five days after the deposit of such notice in the United States mail, postage prepaid and addressed to the last known address of an Owner appearing on the books of the Association, whether or not such notice is actually received. It shall be the duty of each Owner to keep the Association apprised of its current address.

1.16 Owner. "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee-simple title to any Lot(s) shown on the Plat, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors and assigns of any Owner. The Developer shall not be deemed an Owner.

1.17 Plans and Specifications. "Plans" and "Specifications" means any and all drawings and documents describing the construction or erection of any Improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, fencing plans, elevation drawings, floor plans, specifications concerning building products and construction techniques, samples of exterior colors and materials, plans for utility services, and all other documentation or information relevant to the construction or installation of any Improvement.

1.18 Plat. "Plat" means and refers to the plat of the Red Oak Mountain Subdivision filed on November 10th, 2020 under Clerk's Volume 3, Pages 298-303 of the Map and Plat Records of Blanco County, Texas.

1.19 Road. "Road" or "Roads" means property or any road located within the Subdivision which has been dedicated for the purpose of ingress and egress through the Subdivision for the benefit of the Owners.

1.20 Recreational Vehicle or RV. "Recreational Vehicle" is defined in Section 3.09 hereof.

1.21 Special Assessment. "Special Assessment" shall have the meaning given to that term in Section 6.03 hereof.

1.22 Subdivision. "Subdivision" means Red Oak Mountain Subdivision as shown on the Plat.

1.23 Tract or Lot. "Tract" or "Lot" means the 65 individual tracts of land or lots identified on the Plat or any amendments thereto.

1.24 Vote of Members. "Vote of Members" means the affirmative vote of two thirds (2/3) of the Members entitled to vote who are present at a meeting of Members, either in person or by written proxy. In accordance with Section 5.04, only one Member is entitled to vote for each Tract and only one vote shall be counted for each Tract even though a Tract may have several Owners.

## **ARTICLE II** **RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

2.01 Property Subject to Restrictions. The Subdivision, including all the individual Tracts, are subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof.

2.02 Utility Easements. The Subdivision and each Tract shall be subject to the easements reserved herein and in favor of the Association, the Owners and the utility companies. A utility easement measuring twenty five feet (25') in width is reserved along the front and rear lot lines and fifteen feet (15') in width along all side lot lines, with additional guying easements as needed or as shown on the Plat, along with any other utility easements noted on the Plat. A utility easement twenty five feet (25') in width is reserved along the perimeter boundary lines of the Subdivision. The utility easements shall be used for the construction, maintenance and repair of utilities, including but not limited to, electrical systems, telephone, cable, water, gas and any other utilities which the Developer or utility providers may install for the benefit of the Owners. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All utility easements in the Subdivision may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Tracts. The Developer reserves the right to grant specific utility easements without the joinder of any Owner to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the Subdivision shall have the right to enter upon any utility easement, or an Owner's adjacent lands as necessary, for the purpose of installing, repairing, maintaining, inspecting, patrolling and hanging new wires for their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of an Owner located within the easements.

2.03 Construction of Improvements on Utility Easements. No buildings or walls shall be located over, under, upon or across any portion of any utility easement. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, landscaping, fences and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive,

landscaping, fencing or similar improvement placed upon any utility easement shall be constructed, maintained and used at the Owner's risk and each Owner shall be responsible for repairing any damage caused by the utility providers to Improvements constructed within the easements located on his Tract. Landscaping, fences, or other types of modifications which alter the cross-sections of the drainage easements or decrease the hydraulic capacity of the easement shall not be allowed without the approval of Blanco County, Texas.

2.04 Road Easement. A road easement as shown on the Plat and measuring sixty (60') feet in width is reserved in favor of the Association and the Owners (including their guests, invitees and tenants) for the purpose of granting the Owners ingress and egress to and from their Tracts and to the Common Areas. No Owner shall be prevented from using the road easement as a result of any failure of an Owner to comply with these Restrictions or pay Assessments. Except as specifically set forth herein, no Improvement shall be constructed on or over the road easement except as authorized by the Association. Owners shall not take any action which would prevent other Owners from using the road easement. The Association reserves the right to make reasonable rules and regulations regarding the use of the road easement. The road easement may also be used for the construction, installation and maintenance of landscaping and utilities.

### **ARTICLE III** **USE RESTRICTIONS FOR TRACTS**

3.01 Single Family. Except as specifically set forth in these Restrictions, all Tracts shall be used for single family residential purposes only. Except as expressly permitted herein, only one single family residence for each Tract is permitted.

3.02 Minimum Square Footage. Every single family dwelling shall contain at least one thousand two hundred (1,200) square feet of living area, excluding porches, garages and storage areas.

3.03 Finished Floor Elevation. For all Lots the elevation of the lowest floor shall be at least 12 inches above the finished grade of the surrounding ground, which shall be sloped in a fashion so as to direct stormwater away from the structure. Lots adjacent to any stormwater conveyance areas must have floor slab elevation or bottom of floor joists a minimum of one foot above the 100-year water flow elevation in the structure. Driveways serving houses on the downhill side of the street shall have properly sized cross swale preventing runoff from entering the structure.

3.04 Garages. All single family dwelling units, except approved guest quarters, shall have at least a two-car attached or detached garage or a two-car attached carport. All garages must be constructed out of the same materials as used for the main dwelling. All garages shall be located on the Tract as indicated by the Architectural Control Committee approved site plan. All carports must be constructed in a manner to be harmonious with the main dwelling, and at a minimum must use the same roofing materials used on the main dwelling and all columns must contain three feet (3') of masonry, beginning at the bottom of the column and extending upward.

3.05 Guest/Servants Quarters. One guest or servant quarters may be built upon each Tract provided the guest or servant quarters contains no less than five hundred (500) square feet and is no more than half the size of the main house. Guest or servant quarters must be built along with or after

the construction of the main dwelling and may not be built or occupied prior to the main dwelling unit being occupied. Guest or servant quarters must be constructed with material harmonious with the main dwelling.

3.06 Barns, Workshops & Storage Buildings. One permanent metal, stucco, rock, and/or hardiplank barn, workshop or storage building shall be allowed so long as such building has a masonry wainscoat beginning at the bottom of the building and extending three feet (3') upward on all sides, and is constructed with material harmonious with the main dwelling. Detailed plans and specifications for barns and workshops must be submitted to the Developer or ACC in order to be considered for approval. Such structures must be located behind the main dwelling site and may be constructed on the Tracts prior to the main dwelling being constructed or occupied. No portable storage buildings shall be allowed.

3.07 Barns as Temporary Living Space. Guest quarters located inside of a barn which is constructed on a Tract shall be allowed so long as the guest quarters are not used as a permanent residence. Guest quarters shall not be rented for income and cannot compromise more than fifty percent (50%) of the interior space of such barn. Such guest quarters may be used as the Owner's temporary residence during the construction of the main dwelling or as a "weekend getaway" for such Owner prior to the construction of the residence. All barns, workshops, and storage buildings must be approved by the Developer or, after the Control Transfer Date, the ACC.

3.08 No Prefabricated or Mobile Homes. No prefabricated structures or mobile homes are permitted to be located on any Tract. No mobile, modular, pre-manufactured and/or industrial built home shall be used as a dwelling or stored on any Tract except as a temporary construction office during active construction, but not longer than twelve (12) months.

3.09 Temporary Structures & Use of RVs. No structure of a temporary character, whether trailer, motor home, recreational vehicle, tent, basement, shack, garage, barn or other outbuilding shall be maintained or used on any Tract at any time as a residence, either temporarily or permanently, except as provided below.

Prior to the construction of a residence on a Tract, an Owner may use a recreational vehicle camper or motor home (Recreation Vehicle or "RV") for camping purposes no more than thirty (30) days at a time and no more than a total of ninety (90) days per calendar year. TEMPORARY CAMPING OR USING ANY TYPE OF RECREATIONAL VEHICLE, WILL NO LONGER BE PERMITTED, ONCE FIFTY PERCENT (50%) OR MORE OF THE LOTS IN THE SUBDIVISION HAVE RESIDENCES BUILT ON THEM. With written approval from the ACC, an RV may be used as a temporary residence during construction, not to exceed twelve (12) months, provided an approved septic system has been installed for the RV and the RV is placed at the rear of the construction site and is shielded from other Tracts by vegetation/trees.

Temporary structures, including a business office, portable restroom facilities, or construction storage facilities may be located on a Tract while the main residence for a Tract is actively under construction, provided that such are removed upon substantial completion of construction and are not located on a Tract for longer than the time allowed for construction of a main residence pursuant to Section 3.12 hereunder.

The Developer reserves the exclusive right to install and make use of a temporary office or temporary storage facilities within Subdivision while the Developer is selling Tracts or building homes in the subdivision.

3.10 Storage of Trailers, RVs and Boats. All trailers, RVs, trucks (other than pickups with a rated capacity of one (1) ton or less), boats, personal water craft, tractors, wagons, buses, motorcycles, motor scooters, all-terrain vehicles, golf carts and other recreational vehicles, lawn or garden equipment, farm or ranch equipment, construction equipment and other similar items shall be stored in enclosed structures or reasonably screened from view from the road. No Owner shall be allowed to drive an 18 wheeler into the Subdivision on a regular basis, 18 wheelers are only allowed during construction or for deliveries.

3.11 Construction Sites. All construction sites shall have sufficient portable restroom facilities or other adequate restroom facilities as determined by the Architectural Control Committee or Developer prior to Control Transfer Date. Construction Sites shall be kept neat and clean at all times and comply with such construction site guidelines as may be established by the Architectural Control Committee from time to time.

3.12 Construction Time. Any construction of any Improvement shall be completed, as to the exterior, within twelve (12) months from the construction commencement date.

3.13 Height Restrictions. No Improvement shall be erected, altered or placed on any Tract which exceeds the lesser of thirty-five feet (35') in height (measured from the ground to the topmost part of the roof) or 2 - 1/2 stories in height.

3.14 Construction Materials. All Improvements must be built with new construction materials and must be built in place on the Tract. All construction materials used shall be of materials such as wood, rock, brick, hardiplank or stucco. The use of aluminum siding or vinyl siding is prohibited. The Architectural Control Committee or the Developer prior to Control Transfer Date may authorize the use of other materials on a case by case basis. Barns and other out buildings may be constructed of metal or materials listed above. Log cabins may be built as long as they comply with building requirements and are approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date).

3.15 Roof Pitch and Design. All roofs must be constructed with a roof pitch of at least 4:12. Each roof must contain at least two (2) roof elevation changes that can be seen from the road that abuts the front of the Lot. Examples of roof elevation changes includes, but is not limited to, ornamental features or added structural details such as a dormers or different pitch on porch roofs. All roofs must be approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date).

3.16 Roofing Materials. Only the following roofing materials may be used for the main residence, guest quarters and garages: slate, stone, concrete tile, clay tile, or other tile of ceramic nature, metal or composition shingles with a thirty (30) year or more warranty. Colors of roofing material are subject to the approval of the Architectural Control Committee or the Developer (prior

to the Control Transfer Date). The Architectural Control Committee or the Developer (prior to the Control Transfer Date) shall have the authority and sole discretion to approve other roof treatments and materials which are harmonious with the surrounding homes and the Subdivision as a whole. The materials and colors of Roofs on all other structures must be approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date). Owners may install roof shingles that are wind and hail resistant, energy efficient or solar generating, if the quality and appearance are comparable to the subdivision standard. All such materials will need approval from the Architectural Control Committee or Developer (prior to the Control Transfer Date).

3.17 Color. All exterior color schemes for Improvements are subject to the prior written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date).

3.18 Masonry. Any residence, guest quarters or garage shall be constructed with at least a masonry wainscoat beginning at the bottom of the building and extending three feet (3') upward on all sides. Masonry materials includes masonry veneer, stucco, brick, rock and all other materials commonly referred to in the Blanco County, Texas, area as masonry, and specifically excludes hardiboard or any synthetic material. Owners are encouraged to use hardiboard materials where non masonry materials are permitted.

3.19 Construction Equipment Damage. Owners shall be responsible for any damage caused to the roads by construction equipment or trucks making deliveries to their Tracts.

3.20 Propane Fuel Storage. Propane fuel storage for residential use may be located on the Tracts and may be placed above ground or below ground. The exact location and quantity of said fuel storage tanks are subject to written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date). All above ground tanks, pumps, vent pipes and other equipment must be concealed or attractively screened.

3.21 Consolidated Building Site. Any Owner of one or more adjoining Tracts may, with the prior written approval of the Board of Directors and with the approval of the Blanco County Commissioners Court, if required, consolidate two or more Tracts into one Tract or building site, in which case the common boundary line between any combined Tract shall be eliminated and the setback lines shall be measured from the remaining exterior boundary lines. Any portion of any utility easement located within the common boundary lines of any combined Tract shall be eliminated if such utility easements are not being used at the time any Tracts are combined. No Tract shall be deemed to be combined with another Tract until such time as an appropriate re-plat of the combined Tracts is filed with the Blanco County Plat Records and all necessary approvals have been obtained. Any Tracts which are combined as provided above shall still be assessed as separate Tracts for Assessment and voting purposes. An Owner will still have to pay assessments to the Association for each lot as it was originally platted, and will have voting rights for each lot as it was originally platted. Developer shall not be liable for any fees associated with Tract consolidation.

3.22 Setback Lines. Except for fencing, light posts, driveways, walkways and landscaping, all other improvements must be located on the Lot at least one hundred (100') from all lot lines. Any exterior lighting, including but not limited to light posts, must be approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date) as set forth in section 3.40

below.

3.23 Maintenance. The Owner shall keep its Improvements in good condition and repair at all times and ensure that all Improvements are adequately painted and otherwise maintained by the Owner.

3.24 Alteration or Removal of Improvements. No exterior Improvements shall be altered, modified or removed without the prior written approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date). Improvements may be repainted the same color without approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date).

3.25 Walls and Fences. Walls, fences and light posts, if any, must be approved prior to Construction by the Architectural Control Committee or Developer (prior to the Control Transfer Date) and must be constructed of new material, and unless otherwise permitted by the Architectural Control Committee or Developer (prior to the Control Transfer Date), constructed of masonry, wrought iron, wood, metal, pipe, or ranch fencing with t-posts. Wood fences must be constructed in a low profile, open view, style with horizontal rails. Fence heights shall not exceed five feet (5'). Chain link fencing is prohibited, except if used as a dog run and only if such fencing is not visible from any road. If pipe fencing is used, such fences must have a minimum of three (3) horizontal pipes along the front of the Lot and otherwise conform with the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) specifications. The Subdivision's perimeter fencing is not to be altered or removed on any Lot. The Subdivision's perimeter fencing must remain in its current location, as the fence location has been designated and approved by the Blanco County Commissioners Court.

3.26 Mailboxes. All mailboxes will be erected at the Subdivision entrance. The construction of mailboxes will be coordinated with the United States Postal Service. The Association or the Developer (prior to the Control Transfer Date) shall have the right to make such other rules and regulations regarding the location and construction of mailboxes as may be reasonable and necessary.

3.27 Driveways. The first fifty linear feet (50') of any driveway which is connected to any road shall be constructed of concrete, asphalt, or brick paving. All driveways shall begin where the paved portion of any road ends. All driveways must be shown on the plans submitted to the Architectural Control Committee or Developer (prior to the Control Transfer Date), completed no later than thirty (30) days after the completion of the main residence and approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date) prior to construction. The driveways/entrances for Lots 60-65 must remain in the location set by the Developer, as that location has been permitted by Blanco County, Texas.

3.28 Antennas, Towers and Satellite Dishes. Antennas, towers, satellite dishes or other sound or data receivers or transmitters of any kind shall not exceed ten feet (10') above the roof of the residence or accessory building upon which they are attached. Any antenna, tower or satellite dishes or other sound or data receivers or transmitters must be located to the side or the rear of the residence or accessory building. The Architectural Control Committee or Developer (prior to the Control Transfer Date) must approve all exterior antennas, towers, satellite dishes or other sound or data

receivers or transmitters, including but not limited to the location of the placement of the same. No cellular tower or other type of commercial tower shall be erected or placed upon any Tract.

**3.29 Prohibited Activities and Nuisance.** No activity (including the operation of a bed and breakfast or similar activity) whether for profit or not, shall be conducted on any Tract which is not related to the occupation of a Tract for single family residential purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity, and (c) no toxic substances (as determined at the sole discretion of the Association) are stored on the Tract. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on any Tract. Noxious or offensive activity shall not be permitted on any Tract, nor shall anything be done thereon which shall be an annoyance or nuisance to the Owners of any portion of the Subdivision (Example – the operation of a commercial gun range, skeet or trap range is prohibited). Owners are to keep said Property free of litter at all times. No landfill or disposal of any kind shall be allowed that would adversely affect the natural beauty and value of any adjacent property or violate any statutes or ordinances prohibiting the placement, burial or disposal of any prohibited substance. Garbage or refuse shall not be buried on any Tract. Farm and ranching equipment and/or machinery shall be kept in a barn or in a location on Tract where it cannot be seen by adjoining Owners. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. All exterior lighting must be approved by the Developer or, after the Control Transfer Date, the ACC. The Developer or ACC has the sole discretion to reject any exterior lighting, as it is the intent of these restrictions that exterior lighting be installed so that there is down lighting. Commercial surface mining (including, but not limited to stone, gravel, sand, caliche) and exploration of any type (other than for oil, gas and other minerals) which will damage the surface is prohibited. Road material including gravel or caliche, used to construct roads on the property may be removed and utilized, after which the removal site shall be restored as much as possible to its original condition. The stacking, burying and burning of trees, brush and other vegetation cleared on any Tract shall not be prohibited, but all stacks shall be burned and spread within a reasonable period of time but under weather conditions promoting safe burn practices and subject to burn bans and other rules and regulations governing all such activities on the Tract imposed by local and state governmental authority.

**3.30 Garbage and Trash Disposal.** No Tract shall be used to maintain as a dumping ground for rubbish, landscape trimmings, or other debris. All Tracts shall be kept in a neat and orderly condition. No refrigerators, freezers, washing machines, dryers, furniture, tools, equipment, toys, or other such items shall be stored outside of a building on any Tract. No junk of any kind or character shall be kept on any Tract. Abandoned or inoperative equipment, vehicles, or junk shall not be permitted or stored on any Tract or any portion of any ingress or egress easement accessing any Tract. Trash, garbage, landscape trimmings, or other debris shall not be allowed to accumulate on any Tract. Any such items shall be kept in sanitary containers and shall be disposed of regularly in accordance with all applicable laws, rules and regulations. All equipment for the storage or disposal of trash and other debris shall be kept in a clean and sanitary condition. Except on established garbage collection days and in connection solely with that collection process, all trash containers shall be stored in enclosed structures or screened from view from any road in the Subdivision. Controlled burn piles which are concealed from public view are permitted in accordance with applicable laws, rules, and regulations.



3.31 Unregistered or Junked Motor Vehicles Prohibited. No Tract shall be used as a depository for abandoned, junked or unregistered motor vehicles, boats, airplanes, trailers or other similar items.

3.32 Signs. No signs, advertising, billboards or advertising structure of any kind may be erected or maintained on any Tract without the consent in writing of the Architectural Control Committee or Developer (prior to the Control Transfer Date). Political signs for a political candidate or ballot item for election, as set forth in the Texas Election Code §259.002, may be displayed on a Lot but can only be displayed on or after the 90<sup>th</sup> day before the date of the election to which the sign relates and must be removed 11 days after the election. The sign must be ground mounted, 2'x 3' in size and a Owner may only display one sign for each candidate or ballot item. In addition to other signs which may be allowed by the Architectural Control Committee or Developer (prior to the Control Transfer Date), the Architectural Control Committee or Developer (prior to the Control Transfer Date) shall allow one (1) professionally made sign not more than twenty-four inches (24") by thirty inches (30") advertising Owner's residence for sale or rent. The term "professionally made sign" does not include plastic or metal pre-made for sale or for rent signs. No signs shall be nailed to a tree. Signs erected on any unimproved Tract advertising for sale prior to the control transfer date shall not be permitted.

3.33 Animal Husbandry. Domestic livestock and exotic animals shall be allowed only on Tracts which are 5 acres or larger, so long as such animals do not exceed one (1) animal for every two (2) fenced acres and do not become a nuisance, offensive or threat to other Owners. The Association shall have the sole discretion in determining if any animal is a nuisance, is offensive or is a threat and make regulations on banning such animal. Pigs, hogs and peacocks are not allowed on any Tract. Chickens shall only be allowed so long as such birds are kept in a coup and do not exceed twenty (20) birds per Tract. Regardless of lot size, coups must be preapproved by the ACC in writing to ensure they are screened from view. All animals being raised by the individual Owners must be kept in a fenced area on the Owner's Tract. No overgrazing is permitted on any portion of the Tract as determined by the sole discretion of the Association. Dogs, cats or other common household pets may be kept on a Tract. No Tract shall be used as a commercial breeding or training center for dogs or the operation of a kennel, either public or private. Canine and feline pets shall be limited to 3 each per Landowner and any kennels for pets must not be within 150 feet of any interior property boundary lines. Dogs will not be permitted to run loose in the Subdivision. Dogs and cats must be vaccinated for rabies and other diseases required by applicable laws, rules and regulations and shall be licensed or registered as may be required by applicable laws, rules and regulations. No animal shelters or animal rescue housing or pasturing are permitted. There shall not be any commercial feeding operations or commercial breeding of animals conducted on a Tract. Animals used for grazing said property while simultaneously raising young (i.e. cow/calf or horse operation) shall not be considered commercial breeding of animals.

3.34 Land Development. No Owner shall be allowed to permit on their own behalf, any commercial drilling, mineral refining, quarrying, mining, strip mining or water operation of any kind in, on or under any Tract owned by such Owner. Development of water sources for an individual Owner's use, including the construction of windmills for individual water extraction are permitted provided that advance written approval of the Architectural Control Committee or Developer (prior

to the Control Transfer Date) is obtained.

3.35 Drainage. Natural established drainage patterns for drainage will not be impaired by any Owner. Driveway culverts must be installed and shall be of sufficient size to afford proper drainage of ditches without allowing water to pool, back up or be diverted from its natural course. Drainage culvert installation is subject to the inspection and approval of the Architectural Control Committee or Developer (prior to the Control Transfer Date) and shall comply with any applicable governmental rules and regulations. All water retainage structures (ponds, dams and other facilities) not already existing within the Subdivision must be reviewed and approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date) and prior to construction and must comply with all governmental rules and regulations. There are dedicated drainage easements within the Subdivision as noted on the Plat. The Architectural Control Committee or Developer (prior to the Control Transfer Date) may further restrict the location of buildings and/or other Improvements within the drainage easements. Owners are responsible for maintenance of any drainage easements on their Lot and may not utilize any drainage easements for any purpose detrimental to their intended use, for example no solid fences, dense shrubbery, structures and/or septic tank drain fields may be built in the drainage easements. Landscaping, fences, or other types of modifications which alter the cross-sections of the drainage easements or decrease the hydraulic capacity of the drainage easement shall not be allowed without the approval of Blanco County, Texas.

3.36 Re-plating and Subdividing. No Tract may be subdivided into smaller tracts.

3.37 Maintenance and Landscaping of Lots. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on such Tract which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Each Owner shall be required to landscape the area all around the main dwelling. Occupancy prior to completion of landscaping shall require the written approval of the ACC, shall be for good cause only, and shall be no earlier than one hundred twenty days prior to completion of landscaping.

3.38 Water Wells and Irrigation Systems. Water wells and irrigation wells will be allowed; however, no water wells or irrigation wells of any type shall be allowed to draw upon water from creeks, streams, rivers, lakes or ponds. All wells shall be subject to any local or state governmental regulations and approval.

3.39 Swimming Pools. All swimming pools must be in-ground and shall be fenced with fencing approved by the Developer or the ACC after the Control Transfer Date. No above ground pools are allowed.

3.40 Down Lighting. Any exterior illumination must be fully shielded, pointed downward, and placed in a manner so as to not be directly visible from, or to create a direct glare into, any adjoining properties or public roadways. In order to limit glare and light trespass into neighboring lands and to limit negative impacts to wildlife, exterior illumination shall be restricted to bulbs with a Correlated Color Temperature of 2,700K or less. As used herein, "fully shielded" means no direct uplight (i.e., no light emitted above the horizontal plane of the lighting fixture). All exterior lighting must have prior approval of the Architectural Control Committee or Developer (prior to the Control

Transfer Date) prior to installation. The Architectural Control Committee or Developer (prior to the Control Transfer Date) has the sole discretion to reject any exterior lighting, as it is the intent of these restrictions that exterior lighting be installed so that there is down lighting.

3.41 Parking. As required by the Blanco County Commissioners, there shall be no parking for any reason or at any time on the roads of the Subdivision.

3.42 Leasing/Short Term Rentals. There shall be no leasing or rental of any structure on the Tract permitted, unless such rental is under a written lease that has a duration of at least six (6) months and covers the rental of the entirety of any Tract to be leased.

3.43 Underground Utilities Possibly Required. All utilities installed by an Owner shall be located underground as per LCRA rules and regulations if they cross a LCRA Transmission Line.

3.44 Hunting. Due to the Wildlife Management Association that covers this Subdivision and the need to preserve the wildlife population, hunting by any means on a Tract that is under ten (10) acres is strictly prohibited.

#### **ARTICLE IV** **ARCHITECTURAL CONTROL COMMITTEE**

##### **4.01 Basic Control & Applications**

- (a) No Improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made to the exterior design or appearance of any Improvement, without first obtaining the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) approval. No demolition or destruction of any Improvement by voluntary action shall be made without first obtaining the Architectural Control Committee's or Developer's (prior to the Control Transfer Date) approval.
- (b) Each application made to the Architectural Control Committee or Developer (prior to the Control Transfer Date) for approval, shall contain an application in the form specified by the Architectural Control Committee or Developer (prior to the Control Transfer Date), two sets of professionally drawn Plans and Specifications for all proposed Improvements, showing the location of all Improvements in the Tract, and any applicable fees or deposits together with such other reasonable necessary information as the Architectural Control Committee or Developer (prior to the Control Transfer Date) shall request. These plans must be submitted in PDF format to the Developer, or after the Control Transfer Date, to the ACC. A non-refundable fee of \$250.00 is required at time of plan submittal to cover administrative costs involving the home plan approval process.

##### **4.02 Architectural Control Committee**

- (a) All ACC authority is initially vested in the Developer. The ACC authority of the Developer shall cease upon the appointment of a three (3) member Architectural Control

Committee by the Developer. The Developer shall continue to have ACC authority as to any Plans and Specifications or Construction projects submitted to the Developer prior to the initial appointment of the ACC members.

- (b) After the initial members of the ACC are appointed by the Developer, the Developer shall cause an instrument transferring ACC authority to the Association to be recorded in the Official Public Records of Real Property Blanco County, Texas. Subsequent appointments of the ACC members shall be by the Board of Directors. The ACC members shall serve staggered terms with the first term ending on the date of the next succeeding annual meeting of Members following the Control Transfer Date. After the Control Transfer Date, each Member of the ACC must be an Owner of a Tract in the Subdivision.

4.03 Effect of Inaction. All approvals or disapprovals issued by the ACC shall be in writing. In the event the ACC fails to approve or disapprove any request received by it in compliance with Article IV within thirty (30) days following the submission of a completed application and full compliance with the declarations set out herein, such request shall be deemed approved and the construction of any Improvements may commence in accordance with the Plans and Specifications submitted for approval. Any ACC approval obtained as a result of inaction by the ACC shall not authorize the construction of any Improvement in violation of these Restrictions.

4.04 Effect of Approval. The granting of an ACC approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the ACC that the proposed Improvement to be erected complies with these Restrictions; and such approval shall not prevent the Association from requiring removal of any Improvement which fails to comply with these Restrictions. Further, no ACC member shall incur any liability by reason of the good faith exercise of the authority granted hereunder.

4.05 Variance. The ACC or the Developer, may on a case by case basis, authorize variances from the requirements of the Restrictions if, in the reasonable opinion of the ACC or the Developer, the Restrictions unreasonably restrain the development of a Tract in accordance with the general scheme of the Subdivision. The Developer will retain the right to grant variances after the Control Transfer Date so long as the Developer continues to own Tract or Common Area in the Subdivision. All variances shall be in writing and signed by the Developer or if granted by the ACC then it must be signed by at least two (2) members of the ACC. No violation of these Restrictions shall be deemed to have occurred with respect to any matter for which a variance is granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these Restrictions for any purpose except as to the particular Lot and improvements and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Lot. Some of the restrictions contained herein were originally set forth by a previous developer and filed of record under Volume 1416, Page 564 and Volume 1438, Page 412 of the Official Public Records of the Blanco County Clerk, Blanco County, Texas (herein referred to as "Original Restrictions"). Deed restrictions set forth in the Original Restrictions will not be entitled to receive a variance by the ACC or the Developer. Should the Restrictions set forth herein conflict with the Original Restrictions, the more stringent restrictions set forth herein apply.

4.06 Construction Deposit. A deposit of \$1,000.00 must be paid at the time Plans and Specifications are submitted for the construction of a new residence, barn, workshop or storage building. This deposit will be held for the purpose of securing an Owner's performance, during the construction process, of the obligations imposed by these Restrictions, for wear and tear on the Subdivision roads by construction equipment and construction traffic, and for damage to the Common Areas. Upon completion of construction, the Owner will be refunded the deposit less any obligations incurred as a result of any uncured violation of these Restrictions, any damage to the roads of the Subdivision and any damage to the Common Areas.

**ARTICLE V**  
**RED OAK MOUNTAIN**  
**PROPERTY OWNERS' ASSOCIATION, INC.**

5.01 Non-Profit Corporation. Red Oak Mountain Property Owners' Association, Inc., a non-profit corporation, has been organized and it shall be governed by the Certificate of Formation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

5.02 Bylaws. The Association has adopted, or may adopt, whatever Bylaws it may choose to govern the organization and operation of the Association, provided that the same are not in conflict with the terms and provisions hereof.

5.03 Membership. Every person or entity who is a record Owner of any Tract shall be a "Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those only having an interest in the mineral estate. Memberships shall be appurtenant to and may not be separated from the Tracts. Regardless of the number of persons who may own a Tract, there shall be but one membership for each Tract and one (1) vote for each Tract. Ownership of the Tracts shall be the sole qualification for Membership.

5.04 Voting Rights. The Association shall have two classes of voting memberships. Developer shall be entitled to ten (10) votes for each Lot owned. Each Tract, other than those owned by the Developer, shall have only one vote regardless of the number of Owners of the Tract. In the event that more than one person owns a Tract and the group of Owners do not have a unified vote for purposes hereunder, then the Association shall not recognize the vote for that Tract and such vote shall not be counted when the calculating membership votes. Notwithstanding the foregoing, the presence of any Owner of a Tract at a meeting of Members permits the inclusion of the Tract represented when calculating any necessary quorum.

**ARTICLE VI**  
**ASSESSMENTS**

6.01 Assessments. Each Owner by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association the Assessments provided herein. The Assessments shall be a charge on the Tracts and shall be a continuing lien upon the Tract against which each such Assessment is made. Both Annual

and Special Assessments must be fixed at a uniform rate for all Tracts subject to assessment and may be collected on a monthly basis or on an annual basis at the discretion of the Board of Directors.

6.02 Annual Assessment.

- (a) An Annual Assessment shall be paid for each Lot by the Owner and the Annual Assessment shall be used to pay all reasonable and necessary operating expenses and reserve requirements of the Association as herein provided. The Annual Assessment for the year of purchase shall be pro-rated as of the purchase date and then shall be paid annually.
- (b) The initial amount of the Annual Assessment applicable to each Tract that abuts the Private Road located within the Red Oak Mountain Subdivision will be five hundred dollars (\$500.00) per Tract. The Annual Assessment for Tracts 60-65 that abut Maenius Road shall be two hundred and fifty dollars (\$250.00) The Annual Assessment is payable in advance and is due on the thirty first (31) day of January during each calendar year. All other matters relating to the collection, expenditure and administration of the Annual Assessment shall be determined by the Board of Directors of the Association, subject to the provisions hereof.
- (c) The Board of Directors of the Association, from and after the Control transfer Date, shall have the further right at any time to adjust, alter, increase or decrease the Annual Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association and to enable the Association to carry out its duties hereunder. However, the Board of Directors shall not increase the Annual Assessment by more than ten percent (10%) from the previous year without the affirmative Vote of the Members.

6.03 Interest of Assessment. Any Assessment which is not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law.

6.04 Creation of Lien and Personal Obligation. In order to secure the payment of the Assessments, each Owner of a Tract hereby grants the Association a contractual lien on such Tract which may be foreclosed, pursuant to the provisions of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with foreclosure pursuant to the provisions of the Texas Property Code, shall designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the association by means of written instrument executed by the President or any Vice-President of the Association and filed of record in the Official Public Records of Real Property of Blanco County, Texas. In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Association, the Trustee shall give any further notice of foreclosure sale as may be required by the

Texas Property Code as then amended, and shall convey such Tract to the highest bidder for cash by Trustee's Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with collecting the Assessments and foreclosing on the Tract, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount of the Assessment in default; and third, the remaining balance shall be paid to the Owner or Lien Holder for the benefit of the Owner. Following any such foreclosure, each occupant of a Tract which is foreclosed upon shall be deemed a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action for forcible detainer.

In the event of non-payment by any Owner of any Assessment or other charge, fee, assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, exercise all other rights and remedies available at law or in equity, including but not limited to bringing an action at law against the Owner personally obligated to pay the same.

It is the intent of the Provisions of this 6.04 to comply with the provisions of the Texas Property Code relating to non-judicial sales by power of sale. In the event of the amendment of the Texas Property Code, the Association, acting without joinder of any Owner or Mortgagee, may, by amendment to these Restrictions, file any required amendments to these Restrictions so as to comply with said amendments to the Texas Property Code or any other statute applicable to foreclosures.

**Notwithstanding anything contained this Article VI, all notices and procedures relating to foreclosures shall comply with Chapter 209 of the Texas Property Code.**

6.05 Notice of Lien. In addition to the right of the Association to enforce the Assessment, the Association may file a claim of lien against the Tract of the delinquent Owner by recording a Notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have been accrued thereon, (d) the legal description and street address of the Tract against which the lien is claimed, and (e) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

6.06 Liens Subordinate to Mortgages. The lien described in this Article VI shall be deemed subordinate to any lien in favor of any bank, mortgage company, real estate lending establishment, financial institution, insurance company, savings and loan association, or any other third party lender, including the Developer, who may have advanced funds, in good faith, to any Owner for the purchase, improvement, equity lending, renewal, extension, rearrangement or refinancing of any lien secured by a Tract, provided that any such lien holder has made due inquiry as to the payment of any required assessments at the time the lien is recorded. Any consensual lien holder who obtains title to any Tract

pursuant to the remedies provided in a deed of trust or mortgage or by judicial foreclosure shall take title of the Tract free and clear of any claims for unpaid assessments or other charges against said Tract which accrued prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Assessments or other charges or assessments thereafter becoming due. Any other sale or transfer of a Tract shall not affect the Association's lien for Assessments or other charges or assessments. The Association shall make a good faith effort to give each such mortgage sixty (60) days advance written notice of the Association's foreclosure of an Assessment lien, which notice shall be sent to the nearest office of such mortgage by prepaid United States registered or certified mail, return receipt requested, and shall contain a statement of delinquent Assessment or other charges or assessments upon which the said action is based, provided however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VI.

6.07 Purpose of the Assessments. The Annual Assessments and Special Assessments shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Subdivision and the maintenance of the Common Areas. In particular, the Assessments shall be used for any Improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of any Common Areas, Common Area Expenses, the enforcement of these Restrictions and the establishment and maintenance of reserve funds. The Assessments may be used by the Association for any purpose which, in the judgment of the Association's Board of Directors, is necessary or desirable to maintain the property value of the Subdivision, including but not limited to, providing funds to pay all taxes, insurance, repairs, utilities and any other expense incurred by the Association. Except for the Association's use of the Assessments to perform its duties as described in these Restrictions, the use of the Assessments for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as such judgment is exercised in good faith.

6.08 Handling of Assessments. The collection and management of the Assessment shall be performed by the Developer until the Control Transfer Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer, and upon transfer, the Association, shall maintain a separate account for these funds.

6.09 Developer Exemption. In consideration of the Subdivision infrastructure, the Developer shall be exempt from the payment of all Assessments.

## **ARTICLE VII**

### **DEVELOPER'S RIGHTS AND RESERVATIONS**

7.01 Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as set forth in these Restrictions with respect to the Association from the date hereof, until the earlier of the date the Developer gives written notice to the Association of Developer's termination of the rights or for the time allowed under the Texas Property Code. Notwithstanding the foregoing, the Developer rights shall not be released until such time as a document relinquishing said rights is filed of record or the Developer no longer holds record title to any Tract or Common Area in the Subdivision, whichever occurs last. The rights and reservations



hereinafter set forth shall be deemed accepted and reserved in each conveyance by the Developer whether or not specifically stated therein. The rights, reservations and easements set forth herein shall be prior and superior to any other provisions of these Restrictions and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment to these Restrictions. Developer's consent to any amendment shall not be construed as consent to any other amendment.

7.02 Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any Owner or the Association, to grant or create temporary or permanent easements throughout the Subdivision, for ingress, egress, utilities, cable and satellite television systems, communication and security systems, drainage, water and other purposes incidental to the development, sale, operation and maintenance of the Subdivision. The rights reserved to the Developer under this Section 7.02 apply to the entire Subdivision.

7.03 Developer's Rights to Convey Common Areas to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey real property and improvements thereon, if any, to the Association for use as Common Areas at any time and from time to time in accordance with these Restrictions, without the consent of any other Owner or Association.

7.04 Annexation of Additional Areas. Developer may cause additional real property to be annexed into Subdivision, by causing a written Annexation Declaration confirming the annexation thereof, to be recorded in the Official Public Records of Real Property of Blanco County, Texas. No consent shall be required of the Association or any Member thereof, each Owner being deemed to have appointed the Developer as his agent and attorney-in fact to effect this Annexation, which power hereby granted to the Developer is and shall be a power coupled with any interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property.

### **ARTICLE XIII**

#### **DUTIES AND POWERS OF THE PROPERTY OWNERS' ASSOCIATION**

8.01 General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has designated such powers (and subject to the provisions of the bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision. The Board of Directors shall minimally be composed of three individuals serving three year staggered terms, with the titles of President, Vice-President, and Secretary/Treasurer, being assigned annually by the board of Directors.

8.02 Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any real property, improvements to real property, personal property and any related equipment which the Developer transfers to the Association, together with the responsibility to perform any all maintenance and administrative functions associated therewith, provided that such property and responsibilities are not inconsistent with the terms of these Restrictions. Property interest

transferred to the Association by the Developer may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by the Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of any declaration of covenants, conditions and restriction or easements set forth in the transfer instrument. Except as otherwise specifically approved by resolution of the board of Directors, no property or instrument transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to the Developer or any affiliate of the Developer including, but not limited to, any purchase price, rent charge or fee.

8.03 Other Insurance Bonds. The Association shall obtain such insurance as may be deemed necessary or desirable by the Board or by law, including but not limited to, comprehensive liability and casualty insurance, worker's compensation insurance, fidelity and indemnity insurance, officers and directors liability insurance, as well as such other insurances or bonds as the Association shall deem necessary or desirable.

8.04 Duty to Prepare Annual Budgets. The Association shall prepare an annual budget for the Association and deliver a copy of the annual budget to the Members along with, or prior to, the delivery of the invoice sent to each Owner of a Lot for the Annual Assessment. The Association shall strive to deliver the annual budget and the Annual Assessment invoice at least thirty (30) days before the start of each calendar year.

8.05 Duty to Levy and Collect Assessments. The Association shall levy, collect and enforce the Assessments as provided in these Restrictions.

8.06 Duty to Provide Annual Financial Statement. The Association shall prepare an annual financial statement, including a balance sheet, for review by the Members.

8.07 Duties with Respect to Architectural Approvals. The Association, through the ACC, shall perform the ACC duties described in these Restrictions.

8.08 Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases and easements) for the common benefit of Owners including any improvements and personal property. The Association may construct improvements on the Subdivision property and may demolish any existing improvements.

8.09 Power to Adopt Rules and Regulation. The Association shall have the power to make reasonable rules and regulations regarding the use of the Common Areas. The Association shall also have the right to promulgate such rules and regulations with respect to the Subdivision so long as the Board of the Association deems such rules and regulations necessary to promote the recreation, health, safety and welfare of the Members of the Association, all in accordance with the provisions of these Restrictions. The rules and regulations may be enforced in the same manner as any other provision of these Restrictions.

8.10 Enforcement of Restrictions. The Association (or any Owner if the Association fails

to do so after reasonable written notice) shall enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. If it becomes necessary for any Owner or the Association to file a Court action to enforce these Restrictions, the defaulting Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing Owner or the Association to obtain compliance by the defaulting Owner. The defaulting Owner shall be liable for all damages suffered by the enforcing Owner or the Association which shall be in an amount established by the Court.

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

- (a) Enter upon the Owner's property and remove the violating condition, or cure the violation, at the expense of the Owner, and the violating Owner shall pay on demand all costs and expenses, including reasonable attorney's fees, incurred by the Association in removing such violating condition;
- (b) Assess a charge of \$50.00 per day against any Owner and/or his Tract until the violating condition is corrected. The Violation charge may be increased by the Association in accordance with increases in the National Consumer Price Index using 2020 as a base year. Failure to pay such assessment by the violating Owner within ten (10) days from receipt of assessment will result in a lien against the Tract with the same force and effect as the lien for Annual or Special assessments;
- (c) Suspend an Owner's right to use the Common Areas;
- (d) File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity; and/or
- (e) Take any action allowed by the Texas Property Code.

After an Owner receives a written notice of a violation of these Restrictions, the violating Owner shall not be entitled to any further notice of the same violation if it occurs within a six (6) month period. The Association reserves the easement across each Owner's Tract for the purpose of documenting, correcting or removing conditions in violation of these Restrictions, and in doing so, shall have no liability for trespass or other tort in connection therewith, or arising from such documentation, correction or removal of a violating condition. The Association shall further have the right to have any vehicle or other property stored or used in violation of these Restrictions removed from the Owner's Tract at the expense of the Owner and stored at the expense of the Owner.

8.12 Authority to Combine ACC and Board. In order to efficiently manage the Association, and to perform the duties of the Association, the Association may elect to combine the duties of the Board of Directors and the duties of the ACC into one body to be known as the ACC/ Board.

## **ARTICLE IX**

### **GENERAL PROVISIONS**

9.01 Term. The provisions hereof shall run with the land and shall be binding upon all

Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date these Restrictions are recorded. These Restrictions shall be automatically extended for successive periods of twenty (20) years each time unless these Restrictions are cancelled by a two-thirds (2/3) majority Vote of the Members and an appropriate document is recorded evidencing the cancellation of these Restrictions.

9.02 Amendments. Except for any amendment affecting any existing Improvements, these Restrictions may be amended or changed, in whole or in part, at any time by a two-third (2/3) majority Vote of the Members. Copies of any records pertaining to such amendments shall be retained by the Association permanently.

9.03 Amendment by the Developer. The Developer shall have and reserve the right at any time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend these Restrictions by an instrument in writing duly signed, acknowledged, and filed for record so long as the Developer owns at least one Tract of land and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Subdivision and evidenced by these Restrictions.

9.04 Severability. Each of these provisions of these Restrictions shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partially unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

9.05 Liberal Interpretation. The provisions of these Restrictions shall be liberally construed as a whole to effectuate the purpose of these Restrictions.

9.06 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association, and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.

9.07 Effect of Violation on Mortgages. No violation of the provisions herein contained or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgage under any such mortgage, the holder of any such lien or beneficiary of any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

9.08 Terminology. All personal pronouns used in these Restrictions, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limits nor amplifies the provisions of these Restrictions. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, Section or Article which such terms appear.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Red Oak Mountain, LLC a Delaware limited liability company

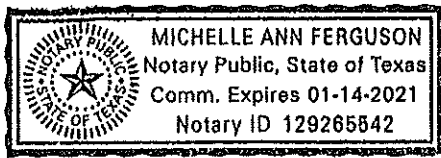
by: American Land partners, Inc., a Delaware corporation, Manager

By: *Davy Roberts*  
Printed Name: DAVY ROBERTS  
Title: Authorized Agent

STATE OF TEXAS §  
COUNTY OF BLANCO §

Before me, the undersigned Notary Public, on this day personally appeared DAVY ROBERTS, know to me through personal acquaintance or proper identification to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the instrument as the Authorized Agent for Red Oak Mountain, LLC, for the purposes and considerations therein expressed and as the act and deed of said company.

Given under my hand and seal of office on this 6<sup>th</sup> day of NOVEMBER 2020.



*Michelle Ferguson*  
NOTARY PUBLIC, State of Texas

Filed this 10 day of Nov 2020  
10:19 M

Laura Walla  
County Clerk, Blanco County, Texas  
By *Melody Easter* Deputy

STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped herein by me and was duly RECORDED in Official Public records of Blanco County, Texas on

NOV 10 2020



*Laura Walla*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

STATE OF TEXAS	§	RESOLUTION ADOPTING RECORDS
	§	PRODUCTION AND COPYING POLICY
	§	FOR RED OAK MOUNTAIN
COUNTY OF BLANCO	§	PROPERTY OWNERS' ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
RED OAK MOUNTAIN PROPERTY OWNERS' ASSOCIATION, INC.  
REGARDING RECORDS PRODUCTION AND COPYING POLICY**

Pursuant to Section 209.005(i), Texas Property Code, Red Oak Mountain Property Owners' Association, Inc., hereinafter referred to as "Association", acting by and through its Board of Directors, has adopted the following records production and copying policy to prescribe the costs the Association will charge for the compilation, production, and reproduction of information requested under Section 209.005(i), to-wit:

1. Copy Charges-

- a. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer if \$.09 per page or part of a page. Each side that has recorded information is considered a page.
- b. The charge for oversize copies (e.g.: 11 inches by 17 inches, not including maps and photographs using specialty paper) shall be \$.50 per page.
- c. The charge for specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic) shall be at actual cost.
- d. The charge for copies made onto a form of electronic media shall be the actual cost of the supplies used, for example a rewritable CD. Charges in this subsection are to cover materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request.

2. Labor Charges for locating, compiling, manipulating data, and reproducing information-

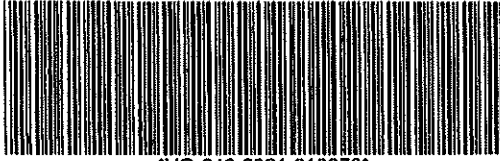
- a. The charge for labor costs incurred in processing a request for information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
- b. A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:
  - (i) Two or more separate buildings that are not physically connected with each other; or
  - (ii) A remote storage facility.

- c. A labor charge shall not be recovered for anytime spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether the Association will raise any exceptions to disclosure of the requested information.
  - d. When confidential information is mixed with non-confidential 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 non-confidential information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request the documents to be copied are located in:
    - (i) Two or more separate buildings that are not physically connected with each other; or
    - (ii) A remote storage facility.
3. Miscellaneous supplies-
- a. 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 information.
4. Postal and shipping charges-
- a. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.
5. Advance payment-
- a. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30<sup>th</sup> business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30<sup>th</sup> 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 exceed the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30<sup>th</sup> business day after the date the invoice is sent to the owner.

By their signatures below the President and the Secretary of the Association certify that the foregoing resolution was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.







\*VG-240-2021-210970\*

Blanco County  
Laura Walla  
Blanco County Clerk

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Instrument Number: 210970

Real Property Recordings

Recorded On: February 23, 2021 11:39 AM

Number of Pages: 4

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" Examined and Charged as Follows: "

Total Recording: \$29.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 210970  
Receipt Number: 20210223000010  
Recorded Date/Time: February 23, 2021 11:39 AM  
User: Melody E  
Station: cclerk01

**Record and Return To:**

MICHELLE FERGUSON



**STATE OF TEXAS**

**Blanco County**

**I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas**

Laura Walla  
Blanco County Clerk  
Blanco County, TX

STATE OF TEXAS	§	RESOLUTION ADOPTING RECORDS
	§	RETENTION POLICY FOR
	§	RED OAK MOUNTAIN
COUNTY OF BLANCO	§	PROPERTY OWNERS' ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
RED OAK MOUNTAIN PROPERTY OWNERS' ASSOCIATION, INC.  
REGARDING RECORDS RETENTION POLICY**

Pursuant to Section 209.005(m) of the Texas Property Code, Red Oak Mountain Property Owners' Association, Inc., hereinafter referred to as "Association", acting by and through its Board of Directors, has adopted the following records retention policy, to-wit:

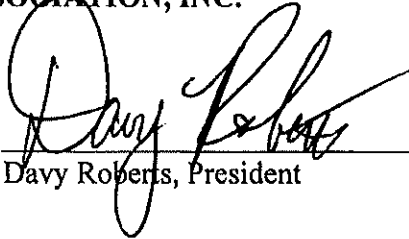
Records of the Association shall be kept on the following schedule:

- (1) The certificate of formation, bylaws, restrictive covenants, and all amendments to the certificate for formation, bylaws and covenants shall be retained permanently.
- (2) Financial books and records shall be retained for seven years.
- (3) Account records of current owners shall be retained for five years.
- (4) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
- (5) Minutes of meetings of the owners and the Board shall be retained for seven years.
- (6) Tax returns and audit records shall be retained for seven years.
- (7) Emails are not stored or saved electronically by Board Members, Committee Members, or anyone associated with the Association, including a management company. In the event that any communication is kept that started as an email, it will be printed and kept with the subject it involves. Emails are not kept as a practice and they are printed as necessary. In the event that an email is printed it may only contain the final decision or request, and not all pages of communication.

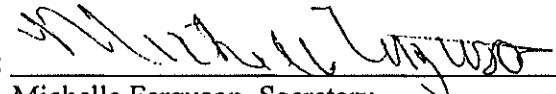
By their signatures below the President and the Secretary of the Association certify that the foregoing resolution was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

PASSED, ADOPTED AND APPROVED on this the 30th day of June 2020.

**RED OAK MOUNTAIN PROPERTY OWNERS' ASSOCIATION, INC.**

By:   
Davy Roberts, President

ATTEST:

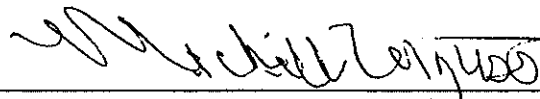
By:   
Michelle Ferguson, Secretary

THE STATE OF TEXAS                   §  
   §  
COUNTY OF BLANCO                   §

**CERTIFICATE OF ACKNOWLEDGMENT**

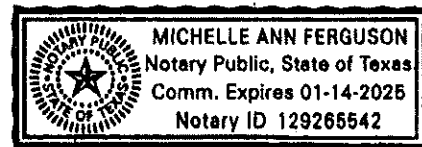
Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of Red Oak Mountain Property Owners' Association, Inc. and that by authority duly given and as the act of Red Oak Mountain Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 23<sup>rd</sup> day of FEB 2021 2020.

  
Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:

Red Oak Mountain Property Owners' Association, Inc.  
P.O. Box 1987  
Marble Falls, Texas 78654





\*VG-240-2021-210971\*

**Blanco County  
Laura Walla  
Blanco County Clerk**

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**Instrument Number: 210971**

Real Property Recordings

Recorded On: February 23, 2021 11:39 AM

Number of Pages: 3

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**" Examined and Charged as Follows: "**

Total Recording: \$25.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 210971  
Receipt Number: 20210223000010  
Recorded Date/Time: February 23, 2021 11:39 AM  
User: Melody E  
Station: cclerk01

**Record and Return To:**

MICHELLE FERGUSON



**STATE OF TEXAS  
Blanco County**

**I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas**

Laura Walla  
Blanco County Clerk  
Blanco County, TX

STATE OF TEXAS	§	RESOLUTION ADOPTING PAYMENT PLAN
	§	FOR RED OAK MOUNTAIN
COUNTY OF BLANCO	§	PROPERTY OWNERS' ASSOCIATION, INC.

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
RED OAK MOUNTAIN PROPERTY OWNERS' ASSOCIATION, INC.  
REGARDING PAYMENT PLAN POLICY**

Pursuant to Section 209.0062 of the Texas Property Code, Red Oak Mountain Property Owners' Association, Inc., hereinafter referred to as the "Association", acting by and through its Board of Directors, has adopted the following alternative payment policy to set forth guidelines for a payment plan of assessments and fees, to wit:

WHEREAS, the Association is required under Texas Property Code §209.0062 to create and record an alternative payment schedule for the Association governing Red Oak Mountain Subdivision located in Blanco County, Texas in order to establish an alternative payment schedule by which an owner may make partial payments to the property owners' association for delinquent regular or special assessments or any other amount owed to the association without accruing additional monetary penalties; and

WHEREAS, the Association has adopted the following alternative payment plan for all Association dues and fees;

WHEREAS, all terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Red Oak Mountain Subdivision, filed in the Official Records of Blanco County, Texas, hereinafter referred to as the "Declaration".

NOW THEREFORE, the Association declares that the following is the alternative payment plan adopted:

1. The Due Date for all Annual Assessment Fees shall be January 1st of each year. The Due Date for all Special Assessments shall be 30 days after an Owner receives notice of the Special Assessment. The due date for all other charges shall be the last day of the month in which the invoice or statement is dated unless otherwise specified in this document.
2. All documents, correspondence, invoices, statements, and notices relating to the charges shall be mailed to the Owner's address which appears on the books of the Association or to such other address as designated in writing by the Owner.
3. All payment plans must be in writing, signed by one or more Owners of the property associated with the delinquent balance, approved by the signature of the President of the Association or the Association Manager, and provide that the Owner shall pay future assessments when due, in addition to any arrearage payment due under a payment plan.

4. No monetary penalties shall accrue on balances while a payment plan is in effect, but reasonable cost associated with administering the plan and interest shall continue to accrue. Monetary penalties do not include reasonable costs associated with administering the payment plan or interest.

5. Any qualified Owner who owes a delinquent balance of \$500.00 or less shall be allowed, without deliberation by the Board, to pay the balance in three equal consecutive monthly installments, with the first payment due within the first thirty-day period following the approval of the payment plan.

6. Any qualified Owner who owes a delinquent balance of more than \$500.00 shall be allowed, without deliberation by the Board, to pay the balance by paying twenty-five percent of the balance during the first thirty-day period following the approval of the payment plan, with the remaining delinquent balance to be paid in five equal consecutive monthly installments.

7. Any Owner may submit a request for a payment plan that does not meet the foregoing guidelines, along with whatever information they wish the Board to consider, and the Board may approve or disapprove such payment plan, in its sole discretion; however, no payment plan shall exceed eighteen months or be shorter than three months.

8. The Association reserves the right to refuse to offer a payment plan to an Owner during a two (2) year period following an Owner's default under a previous payment plan.

9. If an Owner who is not qualified to receive a payment plan asks for a payment plan, the Board shall be entitled to approve or disapprove a payment plan, in its sole discretion.

10. Payments will be posted by the Association staff in a timely manner. A payment received by the Association from the Owner shall be applied to the Owner's debt in the following order of priority:

- (1) any delinquent assessment;
- (2) any current assessment;
- (3) any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
- (4) any attorney's fees incurred by the Association that are not subject to 10 (3) above;
- (5) any fines assessed by the Association; and
- (6) any other amount owed to the Association.

By their signatures below the President and the Secretary of the Association certify that the foregoing resolution was approved by the Board of Directors of the Association at a duly-

called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

PASSED, ADOPTED AND APPROVED on this the 30<sup>th</sup> day of June 2020.

RED OAK MOUNTAIN PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]  
Davy Roberts, President

ATTEST:

By: [Signature]  
Michelle Ferguson, Secretary

THE STATE OF TEXAS §  
COUNTY OF BLANICO §

CERTIFICATE OF ACKNOWLEDGMENT

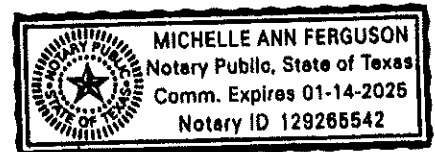
Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of Red Oak Mountain Property Owners' Association, Inc. and that by authority duly given and as the act of Red Oak Mountain Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 23<sup>rd</sup> day of FEB 2021

[Signature]  
Notary Public in and for The State of Texas

AFTER RECORDING, RETURN TO:

Red Oak Mountain Property Owners' Association, Inc.  
P.O. Box 1987  
Marble Falls, Texas 78654





\*VG-324-2021-210972\*

**Blanco County  
Laura Walla  
Blanco County Clerk**

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**Instrument Number: 210972**

Real Property Recordings

Recorded On: February 23, 2021 11:39 AM

Number of Pages: 4

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**" Examined and Charged as Follows: "**

Total Recording: \$29.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 210972  
Receipt Number: 20210223000010  
Recorded Date/Time: February 23, 2021 11:39 AM  
User: Melody E  
Station: cclerk01

**Record and Return To:**

MICHELLE FERGUSON



**STATE OF TEXAS  
Blanco County**

**I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas**

Laura Walla  
Blanco County Clerk  
Blanco County, TX



**AFFIDAVIT AUTHENTICATING DOCUMENT**

THE STATE OF TEXAS       §  
  §  
COUNTY OF BLANCO       §

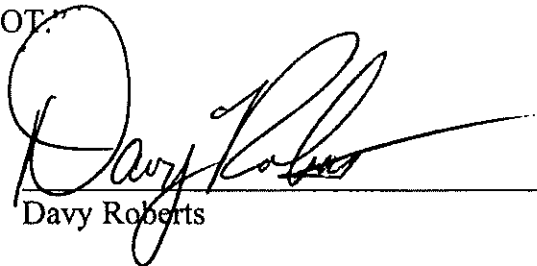
BEFORE ME, the undersigned authority, on this day personally appeared Davy Roberts, who, being by me duly sworn, on oath stated and deposed as follows:

“My name is Davy Roberts. I am the president of Red Oak Mountain Property Owners’ Association, Inc.

“Attached to this affidavit is a true and correct copy of the Bylaws for Red Oak Mountain Property Owners’ Association, Inc. These Bylaws have been duly adopted by Red Oak Mountain Property Owners’ Association, Inc.

“These Bylaws are being filed in the Official Records of Blanco County, Texas pursuant to Sections 202.001 and 202.006 of the Texas Property Code.

FURTHER AFFIANT SAITH NOT.”

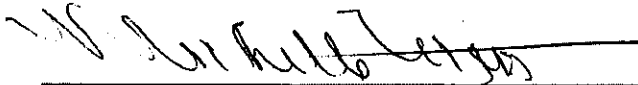
  
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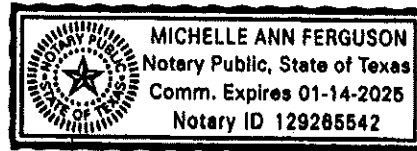
THE STATE OF TEXAS      §  
   §  
COUNTY OF BLANCO      §

**CERTIFICATE OF ACKNOWLEDGMENT**

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of Red Oak Mountain Property Owners' Association, Inc. and that by authority duly given and as the act of Red Oak Mountain Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the 23<sup>rd</sup> day of FEB 2020. 2021

  
\_\_\_\_\_  
Notary Public, State of Texas



**BYLAWS OF  
RED OAK MOUNTAIN PROPERTY OWNERS' ASSOCIATION, INC.,  
A NONPROFIT CORPORATION**

**ARTICLE I  
DEFINITIONS**

The words, phrases and terms used in these Bylaws shall have the meanings as set forth in the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Red Oak Mountain Subdivision executed by Red Oak Mountain, LLC, as Developer therein, and recorded in the Official Records of the County Clerk's office in Blanco County, Texas (as modified, amended or supplemented, from time to time, the "Declaration").

Section 1.1 "Association" means and refers to Red Oak Mountain Property Owners' Association, Inc., its successors and assigns, a nonprofit Texas Corporation.

Section 1.2 "Common Area" means all real property, if any, owned by the association for the common use and enjoyment of the Owners.

Section 1.3 "Developer" means and refers to Red Oak Mountain, LLC, a Delaware Limited Liability Company, its successors and assigns.

Section 1.4 "Declaration" means and refers to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Red Oak Mountain Subdivision, as it may be amended from time to time.

Section 1.5 "Lot" means and refers to any tract of land originally sold by the Developer that comes from the 492.663 acres described by metes and bounds in the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Red Oak Mountain Subdivision which are filed in the Official Public Records of Blanco County, Texas.

Section 1.6 "Member" means and refers to an Owner who is a member of the Association as provided in Article I of the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Red Oak Mountain Subdivision.

Section 1.7 "Owner" means and refers to the record Owner, whether one or more persons or entities, of the fee-simple title to any Lot(s) later developed, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors and assigns of any Owner. The Developer shall not be deemed an Owner.

Section 1.8 "Subdivision" means and refers to all property located within the 492.663 acres described by metes and bounds in the Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Red Oak Mountain Subdivision which are filed in the Official Public Records of Blanco County, Texas. All references to "Red Oak Mountain", "Property",

“Project” or “Subdivision” means this subdivision as defined in this Section 1.8.

**ARTICLE II**  
**ADMINISTRATION OF SUBDIVISION**

Section 2.1 Power and Authority: The Association shall have the following powers and authority:

A. To own, purchase, manage, maintain, repair and replace the Common Area or any other part of the Property for which the Association is responsible under the Governing Documents, as well as any or all of the equipment or property of any type used in connection with the maintenance and preservation thereof.

B. To make assessments against the Owners of Lots in the Subdivision for payment of expenses incurred in accordance with the provisions of the Declaration or as otherwise permitted by law.

C. To promulgate such rules and regulations with respect to the Project, and to perform such deeds and acts as are deemed necessary to achieve the aforesaid objectives, and to promote the recreation, health, safety and welfare of the Members of the Association, all in accordance with the provisions of the Declaration.

D. To do or undertake any other lawful act or activity for which nonprofit corporations may be organized under the Texas Nonprofit Corporation Act (the “Act”) and to exercise all powers which may be granted unto the Association by applicable law.

Section 2.2 Official Action: Unless specifically required in the Declaration or otherwise by law, all actions taken or to be taken by the Association shall be valid when such are approved by the Board as hereinafter set forth or when taken by the officer, committee, person or entity to whom such authority has been duly delegated by the Board as permitted in the Governing Documents or as otherwise allowed by law. The Association, its Board, officers, and Members shall at all times act in conformity with the Act, and the Governing Documents.

**ARTICLE III**  
**OFFICES-SEAL-FISCAL YEAR**

Section 3.1 Principal Office and Registered Office: The principal office of the Association shall be located at such places as the Board may fix from time to time. The registered office of the Association required by law to be maintained in the State of Texas may be, but need not be, identical with the principal office.

Section 3.2 Other Offices: The Association may have other offices at such other places within the State of Texas as the Board may from time to time determine or as the affairs of the Association may require.

Section 3.3 Seal: The seal of the Association shall be in the form of two concentric circles

with the name of the Association printed between the two concentric circles with "Corporate Non-Profit" printed in the inner circle and "Seal Texas 2020" printed in the center of the seal.

Section 3.4 Fiscal Year: The fiscal year of the Association shall be fixed by the Board.

#### **ARTICLE IV** **MEMBERSHIP**

Section 4.1 Qualification: Membership in the Association shall be limited to the Owners, and every Owner of a Lot shall automatically be a Member of the Association. "Membership" means all Members as a group. Membership in the Association shall be appurtenant to and may not be separated from Lot ownership. The date of recordation in the Official Records of the County Clerk's office of Blanco County, Texas, of the deed conveying any Lot shall govern the date of ownership of that Lot. However, in the case of death, the transfer of ownership shall occur on the date of death (in the case of intestacy), or on the date of probate of the will (in the case of testacy). Until a descendant's will is probated, the Association will rely upon the presumption that a deceased Owner died intestate.

Section 4.2 Place of Meeting: All meetings of the Membership shall be held at a place within Blanco County, Texas, or at such other place, either within or without the State of Texas, as designated in the notice of the meeting.

Section 4.3 Annual Meeting: A meeting of the Association shall be held at least once each year. The first annual meeting of the Members will be held within one year from the date of incorporation of the Association or no later than thirty-days after one hundred percent (100%) of the lots have been sold, whichever first occurs. Thereafter, the Annual Meeting of the Association shall be held on the second Tuesday in June of each year at 7:00 p.m., Central Standard Time, if not a legal holiday. If the day for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the next following day, which is not a legal holiday. At such meetings, the Board shall be elected in accordance with Article V of these Bylaws, and the Members shall transact such other business as may properly come before the meeting.

Section 4.4 Substitute Annual Meetings: If an Annual Meeting is not held on the day designated by these Bylaws, a Substitute Annual Meeting may be called in accordance with the provisions of Sections 4.5 and 4.6. A meeting so called shall be designated and treated for all purposes as the Annual Meeting.

Section 4.5 Special Meetings: After the first Annual Meeting of the Members, Special Meetings of the Members may be called at any time by the President, by Owners having ten percent (10%) of the votes of the Association, by a majority of the Board, or as permitted by law. Business to be acted upon at all Special Meetings shall be confined to the subjects stated in the notice of such meeting.

Section 4.6 Notices of Meetings: Written or printed notice stating the time and place of a Membership meeting, including Annual Meetings, and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget

changes, and any proposal to remove a director or officer, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of any such Membership meeting, by or at the direction of the President or the Secretary, either by hand delivery or by mail, to the mailing address of each Lot or to any other mailing address designated in writing by an Owner. Notice given to any one tenant in common, tenant by entirety or other joint Owner of a Lot shall be deemed notice to all Owners of the subject Lot. Notice of any Special Meeting shall specifically state the purpose or purposes for which the meeting is called.

Section 4.7 Quorum: Except as otherwise expressly required in these Bylaws, the presence in person or by proxy of Members entitled to cast thirty percent (30%) of the votes which may be cast, shall constitute a quorum at all meetings of the Members. If a quorum is not present or represented at any meeting, the Members entitled to vote shall have the power to adjourn the meeting to another date and time without having to give notice other than the announcement of the new date and time of the meeting. At a subsequent meeting held due to the lack of a quorum then the presence in person or by proxy of Members entitled to cast twenty percent (20%) of the votes which may be cast, shall constitute a quorum at that meeting of the Members. If a quorum is still not present or represented at that meeting then, the Members entitled to vote shall have the power to adjourn the meeting to another date and time, without notice other than the announcement at that meeting of the new date and time of the meeting. At a subsequent meeting held due to a continued lack of a quorum then the presence in person or by proxy of Members entitled to cast fifteen (15%) of the votes which may be cast, shall constitute a quorum at that meeting of the Members. If a quorum is still not present or represented at that meeting then, the Members entitled to vote shall have the power to adjourn the meeting to another date and time, without notice other than the announcement at that meeting of the new date and time of the meeting. At a subsequent meeting held due to a continued lack of a quorum then a majority vote of those votes present in person or by proxy shall constitute a quorum at that meeting of the Members. The Members at any meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum in attendance.

Section 4.8 Voting Rights: The voting rights of Members in the Association shall be as set forth in the Declaration. If fee simple title to a Lot is owned of record by more than one person or entity, all such persons or entities shall be Members of the Association, but the vote with respect to any such jointly owned Lot shall be cast as hereinafter provided.

In no event may the vote which may cast with respect to any Lot be divided among joint Owners of the Lot or cast in any manner other than as a whole, it being the intention of this Section 4.8 that there be no "splitting" of votes that may be cast by any Member or Members.

Section 4.9 Proxies: Members may vote either in person or by agents duly authorized by written proxy executed by the subject Member or by his duly authorized attorney-in-fact. A proxy is not valid after the earlier of the term stated therein or the expiration of eleven (11) months from the date of its execution. In order to be effective, all proxies must be dated and filed with the Secretary or duly acting Secretary either during or prior to the meeting in question. A Member may not revoke a proxy given pursuant to this Section 4.9 except by actual notice of revocation delivered to the person presiding over a meeting of the Association. The proxy of any Owner will automatically terminate on conveyance by such Owner of his or her lot.

Section 4.10 Majority Vote: The cast of a majority of the votes represented at a meeting at which a quorum is present, in person or by proxy, shall be binding for all purposes except where a different percentage vote is required by these Bylaws, the Declaration, the Certificate of Formation of the Association, or by law.

Section 4.11 Actions By Written Ballots: Any action which may be taken at a meeting of the Membership may be taken without a meeting by written ballot.

## **ARTICLE V** **BOARD**

Section 5.1 General Powers: The business and affairs of the Association shall be managed by the Board or by such committees as the Board may establish pursuant to Article VI of these Bylaws. Provided, however, the Board may not act on behalf of the Association to amend the Declaration, to terminate the planned community, to elect Members of the Board, or to determine the qualifications, powers and duties, or terms of office of Board Members. The Board may, however, fill vacancies in its Membership for the unexpired portion of any term.

Section 5.2 Number, Term, and Qualifications: The initial Board shall consist of the three (3) individuals appointed by the Developer and who need not be Members. The Board members appointed by the Developer need not be Owners in the Subdivision. On or before the 120th day after the date seventy five percent (75%) of the lots that may be created and made subject to the Declaration are conveyed to Owners other than Developer, at least one-third of the Board Members must be elected by Owners other than the Developer. After all of the lots are sold then the Board shall consist of not less than three (3) but no more than five (5) directors. Within these limits, the Board may change the number of directors. No decrease in the number of directors may shorten the current term of a director. The directors, after the Developer transfers control, shall be elected by the Members. Directors after Developer transfers control shall be elected to staggered terms. Board members may succeed themselves in office.

Section 5.3 Election of Board Members: Subject to the right of the Developer to appoint Directors as provided in Section 5.2, the election of all Board Members shall be by ballot. Persons receiving the highest number of votes (see Section 4.8) shall be elected. Cumulative voting is not permitted.

Section 5.4 Removal: Any Board Member, other than a Member appointed by the Developer, may be removed from the Board, with or without cause, by a vote of at least sixty-seven percent (67%) of the votes entitled to be cast by all Members present and entitled to vote at any meeting of the Membership at which a quorum is present; provided, the notice of the meeting must state the purpose, or one of the purposes, of the meeting is removal of the Board Member. Board Members appointed by the Developer may only be removed by the Developer and can be removed with or without cause. If any Board Members are so removed, their successors as Board Members may be elected by the Developer or the Membership at the same meeting to fill the unexpired terms of the Board Members so removed as provided in Section 5.3.

Section 5.5 Vacancies: A vacancy occurring in the Board may be filled by a majority

of the remaining Board Members, though less than a quorum, or by the sole remaining Board Member; provided, however, a vacancy created by an increase in the authorized number of Board Members shall be filled only by election at an Annual or substitute Annual Meeting or at a Special Meeting of Members called for that purpose. The Members may elect a Board Member at any time to fill any vacancy not filled by the Board Members. As provided in Section 5.4, the Developer or the Membership shall have the first right to fill any vacancy created by the Developer or the Membership's removal of a Board Member by electing a replacement at the meeting where the removal occurs.

Section 5.6 Chairman: A Member of the Board shall be elected as Chairman of the Board by the Board Members at the first meeting of the Board. The Chairman shall preside at all meetings of the Board and perform such other duties as may be directed by the Board. Prior to election of a Chairman and/or in the event that the Chairman is not present at any meeting of the Board, the President shall preside.

Section 5.7 Compensation: No Member of the Board shall receive any compensation from the Association for acting as such. Provided, however, each Board Member shall be reimbursed for reasonable out-of-pocket expenses incurred and paid by him on behalf of the Association, and nothing herein shall prohibit the Board from reasonably compensating a Board Member for unusual and extraordinary services, which are beyond services usually and customarily provided by Board Members. Further provided, each Board Member, by assuming office, waives his right to institute suit against or make claim upon the Association for compensation based upon service as a Board Member.

Section 5.8 Loan to Board Members and Officers: No loans shall be made by the Association to its Board Members or officers. The Board Members who vote for or assent to the making of a loan to a Board Member or officer of the Association, and any officer or officers participating in the making of such loan, shall be jointly and severally liable to the Association for the amount of such loan until the repayment thereof.

Section 5.9 Liability of Board Members: To the extent permitted by the provisions of the Act in effect at the applicable time, each Board Member is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as a Board Member. Such indemnity shall be subject to approval by the Members only when such approval is required by the Act.

Section 5.10 Meetings of the Board:

A. Regular Meetings and Special Meetings: Members shall be entitled to notice of all regular or special meetings of the Board. The notice shall contain the date, hour, place, and general subject of the 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 sent in one of two ways:

1. by mail to each property owner not later than the 10th day or earlier than the 60th day before the date of the meeting; *or*
2. by providing at least 72 hours before the start of the meeting by:



- a. posting the notice in a conspicuous manner reasonably designed to provide notice to property owners' association members:
  - i. in a place located on the association's common property or, with the property owner's consent, on other conspicuously located privately owned property within the subdivision; or
  - ii. on any Internet website maintained by the association or other Internet media; and
- b. sending the notice by e-mail to each owner who has registered an e-mail address with the association. (It is an owner's duty to keep an updated e-mail address registered with the property owners' association.)

C. Meetings Without Notice: The Board may meet by any method of communication, including electronic and telephonic, without prior notice to owners, if each Director may hear and be heard by every other Director, or the board may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate board action. 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, without prior notice to owners under Subsection (e), consider or vote on:

1. Fines;
2. Damage assessments;
3. Initiation of foreclosure actions;
4. Initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;
5. Increases in assessments;
6. Levying of special assessments; or
7. A suspension of a right of a particular owner before the owner has an opportunity to attend a board meeting to present the owner's position, including any defense, on the issue.

D. Meeting Place: Except for a meeting held by electronic or telephonic means, a board meeting must be held in a county in which all or part of the subdivision is located or in a county adjacent to that county.

E. Quorum: A majority of the Board Members then holding office shall constitute a quorum for the transaction of business and every act or decision done or made by a majority of the Board Members present at a duly held meeting at which a quorum is present, in person or by teleconference, shall be regarded as the act or decision of the Board.

Section 5.11 Presumption of Assent: A Board Member who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the

action taken unless his contrary vote is recorded or his dissent is otherwise entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Board Member who voted in favor of such action.

Section 5.12 Powers of the Board: The Board shall have the authority to exercise all powers of the Association necessary for the administration of the affairs of the Subdivision except such powers and duties as by law or by Governing Documents may not be delegated by the Members to the board. The powers that may be exercised by the Board shall include, but shall not be limited to, the following:

- A. Operation, care, upkeep and maintenance of the Common Area, to extent such operation, care, upkeep, and maintenance is not the obligation of the Owners;
- B. Determination of the funds required for operation, administration, maintenance and other affairs of the Project and collection of the assessments for the Owners, as provided in the Governing Documents;
- C. Employment and dismissal of personnel (including without limitation the Independent Manager) necessary for the efficient operation, maintenance, repair, and replacement of the Common Area;
- D. Adoption of rules and regulations covering the details of the operation, maintenance, repair, replacement, use and modification of the Common Area and any adoption of rules and regulations necessary to promote the recreation, health, safety and welfare of the Members so long as they do not conflict with the Declarations, the personal conduct of the Members and their guests in using them; and to establish penalties for infractions of such rules and regulations;
- E. Opening of bank accounts on behalf of the Association and designating the signatories required therefor;
- F. Obtaining insurance;
- G. Keeping detailed accurate records of the receipts and expenditures of the Association, obtaining annual audits and/or reviews of financial records of the Association from the Association's public accountant, furnishing the annual reports, and furnishing current budgets. All books and records shall be kept in accordance with good and accepted accounting practices;
- H. Keeping a complete record of the minutes of all meetings of the Board and Membership in which a minute book shall be kept and actions taken by the Board and/or Members by written ballot or by consent without meeting shall be inserted into such minute book;
- I. Supervising all officers, agents and employees of the Association and insuring that

their duties are properly performed;

J. Enforcing, on behalf of the Association, the obligations and assessments provided in the Declaration, including but not limited to, the institution of civil actions to enforce payment of the assessments as provided in the Declaration, the institution of actions to foreclose liens for such assessments in accordance with the terms of the Declaration and the procedures set forth in the Texas Property Code, the imposition of charges for late payment of assessments, and after notice and an opportunity to be heard as provided in The Texas Property Code, levying reasonable fines for violations of the Declaration, Bylaws and rules and regulations of the Association;

K. Making repairs, additions, and improvements to or alterations or restoration of the Property in accordance with the other provisions of these Bylaws and the Declaration, after damage or destruction by fire or other casualty, or as a result of a condemnation or eminent domain proceeding;

L. Enforcing by any legal means or proceedings, the provisions of the Certificate of Formation of the Association, these Bylaws, the Declaration, or the rules and regulations hereinafter promulgated governing the Property, including use of the Common Area;

M. Paying all taxes and assessments which are or may become liens against any part of the Common Area, and to assess the same against the Owners in the manner herein provided;

N. Hiring attorneys and other professionals;

O. Maintaining and repairing any Lot or Improvement, if such maintenance or repair is required by the Declaration or is necessary in the discretion of the Board to protect the Common Area or any other Lot or Improvement or if the Owner of such Lot has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered or mailed by the Board to said Owner.

P. Entering any Improvement, when necessary, in connection with any maintenance or construction for which the Board is responsible; provided, such entry shall be made during reasonable hours and with notice to the Owner when practicable. Any damage caused thereby shall be repaired by the Board and such expenses shall be treated as an expense of the Association.

Q. Signing all agreements, contracts, deeds and vouchers for payment of expenditures and other instruments in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President, any Vice President, the Treasurer or the Assistant Treasurer of the Association, and countersigned by any Board Member;

R. Furnishing certificates setting forth amounts of unpaid assessments that have been levied upon a Lot to the Owner or Mortgagee of such Lot, or a proposed purchaser or Mortgagee of such Lot, and imposing and collecting reasonable charges therefore; and

S. Exercising any other powers allowed in the Declaration, the Certificate of

Formation, these Bylaws, or otherwise by law.

T. Suspend the voting rights and right to use the recreational facilities of any Member during any period in which such Member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty-days for infraction of published rules and regulations;

U. Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Certificate of Formation, or by other provisions of these Bylaws;

V. Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three consecutive regular meetings of the Board of Directors; and

W. Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

Section 5.13 Independent Manager: The Board may employ or enter into a management contract with any individual, firm or entity it deems appropriate and in the best interest of the Association. The Board may delegate to such person, firm or entity (referred to in these Bylaws as "Independent Manager") such duties and responsibilities in the management of the Property as the Board deems appropriate. Provided, the Board may not delegate to the Independent Manager responsibilities and duties of the Association in violation of the Nonprofit Corporation Act of Texas. The Board shall have authority to fix the reasonable compensation for the Independent Manager. The Independent Manager shall at all times be answerable to the Board and subject to its direction.

Section 5.14 Duties: It will be the duty of the board of directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement of such acts and affairs to the Members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-half (1/2) of the Members entitled to vote at the meeting;

B. Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;

C. As more fully provided in the declaration, to:

1. Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

2. Send written notice of each assessment to every Owner subject to the assessment at least thirty (30) days in advance of each annual assessment period; and

3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the Owner

personally obligated to pay the same;

D. Issue, or cause an appropriate officer to issue, on demand by any person and on imposition of a reasonable charge, a certificate setting forth whether or not any assessment has been paid, a statement in a certificate to the effect that an assessment has been paid constituting conclusive evidence of such payment;

E. Procure and maintain adequate liability and hazard insurance on all property owned by the Association;

F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

G. Cause the Common Area to be maintained.

## **ARTICLE VI** **COMMITTEES**

Section 6.1 Creation: The Board may create such committees as they deem necessary and appropriate in aiding the Board to carry out its duties and responsibilities

Section 6.2 Vacancy: Any vacancy occurring on a committee shall be filled by a majority of the number of Board Members then holding office at a regular or special meeting of the Board.

Section 6.3 Removal: Any Member of a committee may be removed at any time with or without cause by a majority of the number of Board Members then holding office.

Section 6.4 Minutes: Each committee shall keep regular minutes of its proceedings and report the same to the Board when required.

Section 6.5 Responsibility of Board Members: The designation of committees and the delegation thereto of authority shall not operate to relieve the Board or any Member thereof of any responsibility or liability imposed upon it or him by law.

## **ARTICLE VII** **OFFICERS**

Section 7.1 Enumeration of Officer: The officers of the Association shall consist of a President, a Secretary, a Treasurer and one or more Vice Presidents, Assistant Secretaries, Assistant treasurers and other officers as the Board may from time to time appoint. Except for the President, no officer need be a Member of the Board.

Section 7.2 Appointment and Term: The officers of the Association shall be appointed annually by the Board at the first meeting of the Board next following the Annual or Substitute

Annual Meeting of the Members and shall serve for the terms of one year. Each officer shall hold office until his death, resignation, removal or until his successor is appointed.

Section 7.3 Removal: Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interest of the Association will be served thereby.

Section 7.4 Vacancy: A vacancy in any office may be filled by the appointment by the Board of a successor to such office. Such appointment may take place at any meeting of the Board. The officer appointed to such vacancy shall serve for the remaining term of the officer he replaces.

Section 7.5 Multiple Offices: The person holding the office of President shall not also hold the office of Secretary or Treasurer at the same time. Any other offices may be simultaneously held by one person. Any officer may also be a Member of the Board.

Section 7.6 President: The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members. In the absence of the Chairman, he shall also preside at all meetings of the Board. He shall see that the orders and resolutions of the Board are carried out; he shall sign all written agreements or instruments on behalf of the Association and co-sign all promissory notes of the Association, if any, with the Treasurer; and he shall have all of the general powers and duties which are incident to the office of President of a corporation organized under the Act in connection with the supervision, control and management of the Association in accordance with the Governing Documents.

Section 7.7 Vice President: The Vice President in the order of their appointment, unless otherwise determined by the Board shall, in the absence or disability of the President, perform the duties and exercise the powers of that office. In addition, they shall perform such other duties and have such other powers as the Board shall prescribe.

Section 7.8 Secretary: The Secretary shall keep the minutes of all meetings of Members and of the Board; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all duties incident to the Office of Secretary of a corporation organized under the Act.

Section 7.9 Treasurer: The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He shall co-sign promissory notes of the Association; he shall prepare a proposed annual budget (to be approved by the Board) and the other reports to be furnished to the Members as required in the Texas Property Code. He shall perform all duties incident to the office of Treasurer of a corporation organized under the Act.

Section 7.10 Assistant Secretaries and Assistant Treasurers: The Assistant Secretaries and Assistant Treasurers shall, in the absence or disability of the Secretary or the Treasurer, respectively, perform the duties and exercise the powers of those offices, and they shall, in general, perform such other duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President of the Board.

Section 7.11 Compensation: Officers shall not be compensated for the usual and ordinary services tendered to the Association incident to the offices they hold. The Board may, however, reasonably compensate any officer or officers who render unusual and extraordinary services to the Association beyond those usually and customary expected of persons serving as officers. Each officer, by assuming office, waives his right to institute suit against or make claim upon the Association for compensation based upon services usually or customarily rendered by persons occupying the office each holds.

Section 7.12 Indemnification: To the extent permitted by the provisions of the Act in effect at the applicable times, each officer is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as an officer. Such indemnity shall be subject to approval by the Members only when such approval is required by the Act.

Section 7.13 Amendment Authority: Amendments to the Declaration may be prepared, executed, certified, and recorded by the President, the Secretary, the Treasurer, or any Vice President of the Association.

## **ARTICLE VIII** **AMENDMENTS**

Section 8.1 Amendments by Members: Subject to Section 8.2 and the last sentence of this Section 8.1, these Bylaws may be amended. All persons or entities that own or hereafter acquire any interest in the Property shall be bound to abide by any amendment to these Bylaws, which is duly adopted as provided herein. No amendment to these Bylaws shall be adopted or passed which shall impair or prejudice the rights of Developer provided for in the Governing Documents, without the consent of Developer.

Section 8.2 Amendments by Developer or Board: Developer, for so long as it owns lots in the subdivision, and thereafter the Board, shall have the right to amend these Bylaws for the purposes set forth in the Declaration, without the consent or approval of any other Member.

Section 8.3 Agency Approval: So long as Developer still owns lots in the subdivision, any amendment of these Bylaws, except as expressly provided in Section 8.2 above, shall require the prior written approval of any Agency then holding or insuring any Mortgage.

## **ARTICLE IX** **MISCELLANEOUS**

Section 9.1 Severability: Invalidation of any covenant, condition, restriction or other provisions of the Declaration or these Bylaws shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

Section 9.2 Successors Bound: The rights, privileges, duties and responsibilities set forth in the Governing Documents, as amended for time to time, shall run with the ownership of the Property and shall be binding upon all persons who own or hereafter acquire any interest in the Property.

Section 9.3 Gender, Singular, Plural: Whenever the context so permits, the use of the singular or plural shall be interchangeable in meaning and the use of any gender shall be deemed to include all genders.

Section 9.4 Nonprofit Corporation: No part of the Association's assets or net income shall inure to the benefit of any of the Members, the officers of the Association, or the Members of the Board, or any other private individual either during its existence or upon dissolution except as reasonable compensation paid or distributions made in carrying out its declared nonprofit purposes set forth in the Declaration, the Certificate of Formation of the Association and these Bylaws.

Section 9.5 Books and Records: The books, records, papers of the Association will be subject to inspection by any Member during ordinary business hours. The Declaration, Certificate of Formation, and Bylaws of the Association will be available for inspection by any Member at the principal office of the Association, where copies will be made available for sale at a reasonable price.

Section 9.6 Assessments: As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due, are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency at the maximum rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against his or her property. Interest, costs, and reasonable attorney fees of any such action will be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Area or abandonment of his or her lot.

Section 9.7 Conflict: In the case of any conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation will control. In the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

PASSED, ADOPTED, AND APPROVED on this the 30th day of June 2020.

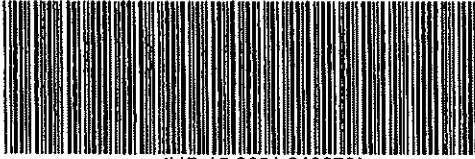
**Red Oak Mountain Property Owners'  
Association, Inc.**

By:   
Davy Roberts, President

**ATTEST:**

By:   
Michelle Ferguson, Secretary/Treasurer





\*VG-15-2021-210973\*

**Blanco County  
Laura Walla  
Blanco County Clerk**

**Instrument Number: 210973**

Real Property Recordings

Recorded On: February 23, 2021 11:39 AM

Number of Pages: 17

**" Examined and Charged as Follows: "**

Total Recording: \$81.00

**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 210973  
Receipt Number: 20210223000010  
Recorded Date/Time: February 23, 2021 11:39 AM  
User: Melody E  
Station: cclerk01

**Record and Return To:**

MICHELLE FERGUSON



**STATE OF TEXAS  
Blanco County**

**I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas**

Laura Walla  
Blanco County Clerk  
Blanco County, TX

PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE

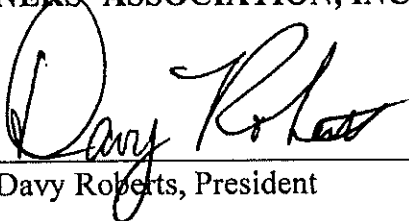
RED OAK MOUNTAIN PROPERTY OWNERS' ASSOCIATION, INC.

STATE OF TEXAS                             §  
   §  
COUNTY OF BLANCO                           §

1. Name of Subdivision: Red Oak Mountain Subdivision
  
2. Name of Homeowners Association: Red Oak Mountain Property Owners' Association, Inc.
  
3. Recording Data for Subdivision: Volume 3, Pages 298-303, of the Map and Plat Records of Blanco County, Texas
  
4. Recording Data for Declaration: See Exhibit "A"
  
5. Name and mailing address of Association: Red Oak Mountain Property Owners' Association, P.O. Box 1987, Marble Falls, Texas 78654.
  
6. The association's designated representative is: Davy Roberts
  
7. Other information the Association considers appropriate for the governing, administration or operation of the subdivision and homeowners association: Bylaws and governing documents are filed of record with the Blanco County Clerk as set forth on Exhibit A.

*Prospective purchasers are advised to independently examine all dedicatory instruments and governing documents for Red Oak Mountain Subdivision, as well as performing a physical inspection of the property and common areas, prior to purchase.*

RED OAK MOUNTAIN PROPERTY OWNERS' ASSOCIATION, INC.

By: \_\_\_\_\_  
Davy Roberts, President

THE STATE OF TEXAS §

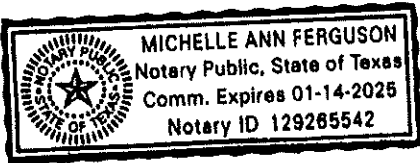
COUNTY OF BLANICO §  
§

**CERTIFICATE OF ACKNOWLEDGMENT**

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of Red Oak Mountain Property Owners' Association, Inc. and that by authority duly given and as the act of Red Oak Mountain Property Owners' Association, Inc executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 23<sup>rd</sup> day of FEB 2020, 2021

*Michelle Ann Ferguson*  
Notary Public in and for The State of Texas



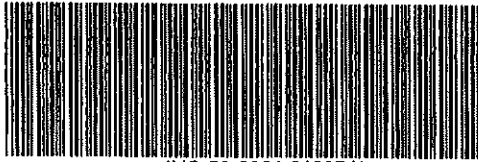
**AFTER RECORDING, RETURN TO:**

Red Oak Mountain Property  
Owners' Association, Inc.  
P.O. Box 1987  
Marble Falls, Texas 78654

**EXHIBIT "A"**

Red Oak Mountain, a subdivision located in Blanco County, Texas, and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of Red Oak Mountain Property Owners' Association, Inc., which sections were originally encumbered by restrictive covenants filed of record in Blanco County, Texas, as follows:

<b>DATE RECORDED</b>	<b>BLANCO CLERK'S FILE NO.</b>	<b>DOCUMENT</b>
11/10/2020	204645	Declaration of Covenants, Conditions, Restrictions, Easements, Charges, and Liens for Red Oak Mountain Subdivision
<u>2/23/2021</u>	<u>210970</u>	Resolution Of The Board Of Directors Of Red Oak Mountain Property Owners' Association, Inc. Regarding Records Production And Copying Policy
<u>2/23/2021</u>	<u>210971</u>	Resolution Of The Board Of Directors Of Red Oak Mountain Property Owners' Association, Inc. Regarding Records Retention Policy
<u>2/23/2021</u>	<u>210972</u>	Resolution Of The Board Of Directors Of Red Oak Mountain Property Owners' Association, Inc. Regarding Payment Plan Policy
<u>2/23/2021</u>	<u>210 973</u>	Bylaws Of Red Oak Mountain Property Owners' Association, Inc., A Nonprofit Corporation



\*VG-79-2021-210974\*

Blanco County  
Laura Walla  
Blanco County Clerk

Instrument Number: 210974

Real Property Recordings

Recorded On: February 23, 2021 11:39 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$29.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 210974  
Receipt Number: 20210223000010  
Recorded Date/Time: February 23, 2021 11:39 AM  
User: Melody E  
Station: cclerk01

**Record and Return To:**

MICHELLE FERGUSON



STATE OF TEXAS

Blanco County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas

Laura Walla  
Blanco County Clerk  
Blanco County, TX

**MANAGEMENT CERTIFICATE FOR  
RED OAK MOUNTAIN PROPERTY OWNERS ASSOCIATION, INC.**

**THE STATE OF TEXAS**

**COUNTY OF BLANCO**

The undersigned, being an officer of PMI Bluebonnet Realty, managing agent of Red Oak Mountain Property Owners Association, Inc., a non-profit corporation organized and existing under the laws of the State of Texas, submits the following information pursuant to Section 209.004 of the Texas Property Code which supersedes any prior Management Certificate filed by the Association:

- 1) **Name of Subdivision:** Red Oak Mountain
- 2) **Name of the Association:** Red Oak Mountain Property Owners Association, Inc.
- 3) **Recording Data for the Subdivision Development:** A 492.663 Acre tract of land, out of the G.C. Manius Survey No. 96, Abstract 1543, The C. Schamhorst Survey No. 92, Abstract 1366, and the C.C.S.D. & R.G.N.G. Survey No. 91, Abstract 677, Blanco County, Texas incorporated on June 29, 2020.
- 4) **Recording Data for the Declaration:** The recording data for the Declaration applicable to the Subdivision Development is as follows: Declaration of Covenants, Conditions & Restrictions for Red Oak Mountain dated November 6, 2020 and recorded November 10, 2020, Official Public Records, Blanco County, Texas.
- 5) **Name and Mailing Address for the Association:**

Red Oak Mountain Property Owners Association  
c/o PMI Bluebonnet Realty  
20540 HWY 46 W Ste 115  
Spring Branch, TX 78070
- 6) **Name and Mailing Address of Person Managing the Association or its Designated Representative:**

PMI Bluebonnet Realty  
20540 HWY 46 W Ste 115  
Spring Branch, TX 78070  
830-264-8120
- 7) **Other information the Association considers appropriate:** Prospective purchasers are advised to independently examine the Declaration, Bylaws, and all other governing documents of the Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase. **The purpose of this certificate is to provide information sufficient for the title company to correctly identify the subdivision and to contact its governing Association or representative.** This certificate does not purport to identify every piece of information pertinent to the subdivision. No person should rely on this certificate for anything other than instructions for contacting the Association in connection with the transfer of title to a home in the subdivision.

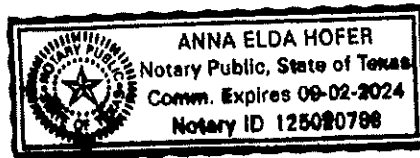
SIGNED this the 19 day of APRIL, 2021.

RED OAK MOUNTAIN PROPERTY OWNERS ASSOCIATION  
A Texas Non-Profit Corporation

By: *Steven Poer*  
Steven Poer (Community Manager and Agent for POA)

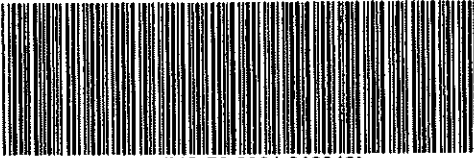
SUBSCRIBED AND SWORN TO BEFORE ME, by Steven Poer, the Community Manager and Agent for Red Oak Mountain Property Owners Association

on this the 19<sup>th</sup> day of April, 2021, to certify which witness my hand and seal of office.



*Anna Elda Hofer*  
NOTARY PUBLIC, STATE OF TEXAS

Blanco County  
Laura Walla  
Blanco County Clerk



\*VG-79-2021-212242\*

**Instrument Number: 212242**

Real Property Recordings

Recorded On: April 23, 2021 10:16 AM

Number of Pages: 3

**" Examined and Charged as Follows: "**

Total Recording: \$25.00

**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 212242  
Receipt Number: 20210423000004  
Recorded Date/Time: April 23, 2021 10:16 AM  
User: Melody E  
Station: cclerk03

**Record and Return To:**

POER STRAIGHTLINE CONSULTING LLC



**STATE OF TEXAS  
Blanco County**

**I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas**

Laura Walla  
Blanco County Clerk  
Blanco County, TX



**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR  
RED OAK MOUNTAIN SUBDIVISION**

**STATE OF TEXAS                   §  
  §  
COUNTY OF BLANCO           §**

This First Amendment To The Declaration Of Covenants, Conditions, Restrictions, Easements, Charges and Liens For Red Oak Mountain Subdivision (the "First Amendment") is made by the Developer to clarify a drafting error regarding allowed building materials.

WHEREAS, the Declaration Of Covenants, Conditions, Restrictions, Easements, Charges and Liens For Red Oak Mountain Subdivision was filed of record under Blanco County Instrument No. 204645 (the "Declarations"); and

WHEREAS, Red Oak Mountain, LLC is the Developer as defined in the Declarations; and

WHEREAS, reference is hereby made to the Declarations for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declarations, unless otherwise specified in this First Amendment; and

WHEREAS, pursuant to Article XII, Section 7.01 of the Declarations, the Developer holds the Developer rights until such time as a document relinquishing said rights is filed of record or the Developer no longer holds record title to any Tract or Common Area in the Subdivision, whichever occurs last; and

WHEREAS, pursuant to Article IX, Section 9.03 of the Declarations, the Developer has the right at any time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend the Declarations by an instrument in writing duly signed, acknowledged, and filed for record so long as the Developer owns at least one Tract of land and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Subdivision and evidenced by these Declarations; and

WHEREAS, the Control Transfer Date has not occurred and the Developer still owns the Common Area and at least one Tract of land in the Subdivision; and

WHEREAS, it was always the intent of the Developer to allow for Barndominium style homes in the Subdivision; and

WHEREAS, the website for the Subdivision references that Bardominium housing is allowed; and

WHEREAS, the marketing materials for the Subdivision contained pictures of Barndominium style houses being allowed and contained pictures of metal houses; and

WHEREAS, a drafting mistake was made in not allowing for metal construction materials;

NOW THEREFORE, pursuant to the authority contained in the Declarations, the undersigned, hereby amends the Declarations as follows:

That portion of Article III, Section 3.14 that currently reads as follows:

*Section 3.14 Construction Materials. All Improvements must be built with new construction materials and must be built in place on the Tract. All construction materials used shall be of materials such as wood, rock, brick, hardiplank or stucco. The use of aluminum siding or vinyl siding is prohibited. The Architectural Control Committee or the Developer prior to Control Transfer Date may authorize the use of other materials on a case by case basis. Barns and other out buildings may be constructed of metal or materials listed above. Log cabins may be built as long as they comply with building requirements and are approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date).*

**is hereby deleted and replaced with the following:**

**3.14 Construction Materials. All Improvements must be built with new construction materials and must be built in place on the Tract. All construction materials used shall be of materials such as wood, rock, brick, hardiplank, stucco or metal. The use of aluminum siding or vinyl siding is prohibited. The Architectural Control Committee or the Developer prior to Control Transfer Date may authorize the use of other materials on a case by case basis. Barns and other out buildings may be constructed of metal or materials listed above. Barndominium style homes are allowed for the main residence. Log cabins may be built as long as they comply with building requirements and are approved by the Architectural Control Committee or Developer (prior to the Control Transfer Date).**

If any provision of this First Amendment is found to be in conflict with the Declarations, this First Amendment shall control. All other provisions of the Declarations not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment To The Declaration Of Covenants, Conditions, Restrictions, Easements, Charges and Liens For Red Oak Mountain Subdivision shall be effective upon recording in the Official Records of Blanco County, Texas.

SIGNED this the 20<sup>th</sup> day of July 2021.

[Signature follows on next page]

Red Oak Mountain, LLC, a Delaware limited liability company

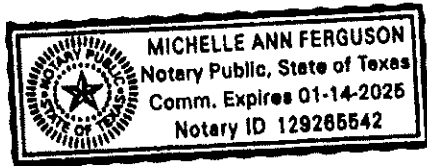
By: American Land Partners, Inc., a Delaware corporation, Manager

By: *Price Keever*  
Printed Name: PRICE KEEVER  
Title: Authorized Agent

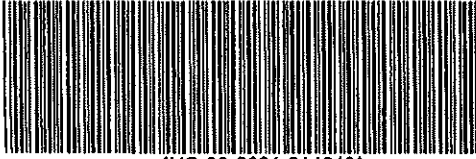
STATE OF TEXAS           §  
  §  
COUNTY OF BLANCO   §

Before me, the undersigned Notary Public, on this day personally appeared PRICE KEEVER who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he executed the instrument for the purposes and consideration therein expressed and in the capacity stated herein.

Given under my hand and seal of office on the 20<sup>th</sup> day of July 2021.



*Michelle Ferguson*  
Notary Public, State of Texas



\*VG-29-2021-214240\*

**Blanco County  
Laura Walla  
Blanco County Clerk**

**Instrument Number: 214240**

Real Property Recordings

Recorded On: July 20, 2021 12:12 PM

Number of Pages: 4

**" Examined and Charged as Follows: "**

Total Recording: \$29.00

**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 214240  
Receipt Number: 20210720000004  
Recorded Date/Time: July 20, 2021 12:12 PM  
User: Melody E  
Station: cclerk01

**Record and Return To:**



**STATE OF TEXAS  
Blanco County**

**I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas**

Laura Walla  
Blanco County Clerk  
Blanco County, TX

**AFFIDAVIT TO THE PUBLIC**

THE STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BLANCO         §

BEFORE ME, the undersigned authority, on this day personally appeared Price Kever, who, being by me duly sworn, on oath stated and deposed as follows:

“My name is Price Kever. I am an adult, I am under no legal disability and I know of no reason that would disqualify me from making this affidavit. I hereby state that the facts and matters contained herein are true and correct and are made based upon my personal knowledge. I am the authorized agent for Red Oak Mountain, LLC.

Red Oak Mountain, LLC is the developer of Red Oak Mountain Subdivision (“Subdivision”) located in Blanco County, Texas. I am filing this affidavit pursuant to the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens for Red Oak Mountain Subdivision recorded under Instrument No. 204645 of the Official Public Records of Blanco County, Texas (“Declaration”). The Declaration requires that when the Developer transfers control of the board of the Property Owners’ Association and Architectural Control Committee, notice be filed in the Official Records of Blanco County, Texas.

On June 1, 2021, a meeting of the Members was held and at that meeting control of Red Oak Mountain Property Owners’ Association, Inc. Board of Directors was transferred from the Developer. The Developer Board Members were Davy Roberts, Michelle Ferguson and Price Kever. An election was held at the June 1, 2021, meeting and the members elected to the Board of Directors for the Red Oak Mountain Property Owners’ Association, Inc. were: Christian Van Kleef, Betty Wiesner, Elias Zepeda, Travis West and Meredith Dunn.

On June 8, 2021, a Board of Directors meeting was held and officers were elected and terms were set for the Directors.

At the June 8, 2021, Board of Directors meeting the members appointed by the Board of Directors to the Architectural Control Committee were: Joe Schrieber, Melissa Pindell, R. Shelton, Ric Walters, Dominic Porter and Director Elias Zepeda as Board Liaison.

At the June 8, 2021, Board of Directors meeting the members appointed by the Board of Directors for the Wildlife Committee were: Ray McElroy and Ric Walters with Director

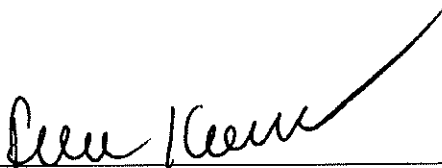
Christian Van Kleef as the Board Liaison.

On June 29, 2021, at the meeting of the Board of Directors, the Board appointed Marva Shelton as the Secretary/Treasurer.

Christian Van Kleef, Betty Wiesner, Elias Zepeda, Travis West, Meredith Dunn and Marva Shelton now comprise the Board of Directors of Red Oak Mountain Property Owners' Association, Inc. and Joe Schrieber, Melissa Pindell, R. Shelton, Ric Walters, Dominic Porter and Director Elias Zepeda as Board Liaison comprise the Architectural Control Committee.

Nothing in this Affidavit affects or terminates the Developer Rights set forth in Article XII and Article IX of the Declaration."

FURTHER AFFIANT SAID NOT.

  
\_\_\_\_\_  
Price Kever

THE STATE OF TEXAS       §  
  §  
COUNTY OF BLANCO       §

**CERTIFICATE OF ACKNOWLEDGMENT**

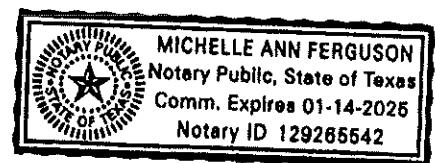
Before me, the undersigned Notary Public, on this day personally appeared Price Kever who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the Authorized Agent of Red Oak Mountain, LLC and that by authority duly given and as the act of Red Oak Mountain, LLC executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this 20<sup>th</sup> day of July 2021.

  
\_\_\_\_\_  
Notary Public in and for The State of Texas

**AFTER RECORDING RETURN TO:**

Red Oak Mountain Property Owners' Association, Inc.  
P.O. Box 1987  
Marble Falls, Texas 78654





\*VG-15-2021-214241\*

Blanco County  
Laura Walla  
Blanco County Clerk

Instrument Number: 214241

Real Property Recordings

Recorded On: July 20, 2021 12:12 PM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: \$25.00

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

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User: Melody E  
Station: cclerk01

**Record and Return To:**



STATE OF TEXAS

Blanco County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas

Laura Walla  
Blanco County Clerk  
Blanco County, TX

to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18th day of December, A.D., 1958.

(Seal)

Jack K. Allen  
Notary Public, in and for Colorado  
County, Texas.

Filed December 22, A.D., 1958 at ( 9:15 A.M.)  
G.H. Stevenson, Clerk, Blanco County, Texas  
By Iola Lester, Deputy  
Recorded December 22, A.D., 1958 at 11:55 A.M.

THE STATE OF TEXAS  
COUNTIES OF KENDALL  
AND BLANCO

KNOW ALL MEN BY THESE PRESENTS:

That I, John Scrogin, and wife, Mildred L. Scrogin, both of Colorado County, Texas, for and in consideration of ONE HUNDRED AND NO/100 DOLLARS, cash and other good and valuable consideration, the receipt of which is hereby acknowledged, and the balance of One Hundred Seventy Five Thousand and No/100 Dollars (\$175,000.00) evidenced by the one certain promissory note of the said Stanley H. Williamson and wife, of even date herewith payable to the order of the Travelers Insurance Company, due and payable under the terms and considerations as contained in said note, to which refer for all purposes, what it is understood, has advanced to the said Stanley H. Williamson and wife and paid to us on the purchase price of the hereinafter described property the sum of One Hundred Seventy Five Thousand and No/100 Dollars (\$175,000.00), the receipt of which amount is hereby acknowledged, and to whom we hereby assign the contract lien, vendor's lien, and all our right, title and interest in and to said property under and by virtue of the retention of the vendor's lien herein <sup>have</sup> GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said Stanley H. Williamson and wife, Marion Jo Williamson, of Wichita County, Texas, all of the certain 7001.40 acres of land, more or less, located in Kendall and Blanco Counties, Texas, and comprising tracts as follows, to-wit:

627.11 acres of land, part of Survey No. 51, patented to Gustav A. Horle, assignee of the G. B. & C. N. G. R.R. Co., Land Script No. 103, Letter patent No. 121, Vol. 40, situated in Kendall County, Texas.

668.74 acres of land, part of Survey No. 52, G. B. & C. N. G. R. R. Co., Cert. No. 103, situated in Kendall County, Texas.

452.74 acres of land, part of Survey No. 55, patented to Mrs. Frances E. Horle, assignee of the G. B. & C. N. G. R.R. Co., Land Script No. 105, Letter Patent No. 141, Vol. 40, situated in Kendall County, Texas.

702.45 acres of land, all of Survey No. 53, patented to Gustav A. Horle, assignee of the G. B. & C. N. G. R.R. Co., Land Script No. 104, Letter Patent No. 122, Vol. 40, situated in Kendall County, Texas.

649.73 acres of land, part of Survey No. 49, patented to Gustav A. Horle, assignee of the G. B. & C. N. G. R.R. Co., Land Script No. 102, Letter Patent No. 105, Vol. 40, situated in Kendall County, Texas.

666.95 acres of land, part of Survey No. 47, patented to G. A. Horle, assignee of the G. B. & C. N. G. R.R. Co., Land Script No. 108, Letter Patent No. 123, Vol. 40, situated in Kendall County, Texas.

476.53 acres of land, part of Survey No. 48, patented to Margaret Eleanor Gair, et al, assignees of the G. B. & C. N. G. R.R. Co., bought and fully paid for on the application of P. M. Cox, Cert. No. 108, Letter Patent No. 241, Vol. 72A, situated in Kendall County, Texas.

659.05 acres of land, all of Survey No. 46, G. B. & C. N. G. R.R. Co., Cert. No. 107, situated in Kendall County, Texas.

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670.51 acres of land, part of Survey No. 45, patented to F.E. Horle, assignee of the G.B. & C. N. G. R.R. Co., Land Script No. 107, Letter Patent No. 128, Vol. 40, situated in Kendall and Blanco Counties, Texas.

0.55 acres of land, part of Survey No. 4, in the name of Wm. D. Hutchinson, situated in Kendall County, Texas.

334.39 acres of land, all of Survey No. 119, patented to Mrs. Frances E. Horle, a assignee of the G.C.S.D. & R.G. N.G. R.R. Co., Land Script No. 233, Letter Patent No. 254, Vol. 42, situated in Kendall and Blanco Counties, Texas.

164.33 acres of land, all of Survey No. 6, patented to G.W. Simpson Patent No. 588, Vol. 26, situated in Kendall and Blanco Counties, Texas.

33.79 acres of land, part of Survey No. 43, patented to the Heirs of Wiley Hughes, Letter Patent No. 31, Vol. 2, situated in Blanco County, Texas.

411.86 acres of land, part of Survey No. 91, patented to Mrs. Frances E. Horle, assignee of the G.C.S.D. & R.G. N.G. R.R. Co., Land Script No. 21, Letter Patent No. 107, Vol. 42, situated in Kendall and Blanco Counties, Texas.

471.21 acres of land, part of Survey No. 92, Cert. No. 21, G.C.S.D. & R. G. N.G.R.R. Co., patented to Chas. Schamhorst, Letter Patent No. 258, Vol. 76A, situated in Blanco County, Texas.

11.46 acres of land part of Survey No. 96, G.B. & C. N. G.R.R.Co., Cert. No. 106, granted to Geo. G. Manius, Abstract No. 1543, and known as the 2nd tract, situated in Blanco County, Texas, Said tract of 7,001.40 acres of land is described by metes and bounds as follows, to-wit:

BEGINNING at an iron pin set at fence corner post for the N.E. corner of the Manuel Flores Survey, being a reentrant corner of Survey No. 45, G.B. & C. N.G.R.R. Co., for a corner of this tract of land, from which a L.O. stump brs. N.  $27^{\circ}$  E- 25.0 varas, a L.O. 10" dia. brs. N.  $40^{\circ}$  10' W. 48.9 varas, a L.O. 8" dia. brs. N.  $13^{\circ}$  E. 45.9 varas, both marked  $\bar{x}$ ; THENCE with fence line along the North line of the Manuel Flores Survey, N.  $73^{\circ}$  4' W. at 150.0 varas an iron pin in the center of a stone mound for the S.E. corner of Survey No. 6, G.W. Simpson, and from said stone mound a L.O. 8" dia. brs N.  $56^{\circ}$  E. 13.1 varas marked  $\bar{x}$ ; at 1103.7 varas a stone mound for the S.W. corner of Survey No. 6, G. W. Simpson, and the S.S.E. corner of Survey No. 119, G.C.S.D. & R. G. N. G.R.R.Co., 1844.5 varas in all to a fence corner post for the S.E. corner of a 580.22 acre tract of land, for a corner of this tract, from which a L.O. 8" dia. brs.N.  $1^{\circ}$  30' W. 13.0 varas, marked  $\bar{x}$ ; THENCE with fence along the East line of said 580.22 acre tract of land, N.  $20^{\circ}$  30' E. 117.1 varas to a fence corner post;

N.  $38^{\circ}$  10' E. 335.0 varas to a fence corner post for corner, from which a L.O. 12" dia. brs. S.  $51^{\circ}$  30' W. 33.7 varas, marked  $\bar{x}$ ;

N.  $46^{\circ}$  15' W. 211.7 varas to a fence corner post for corner, from which a L.O. 8" dia. brs. N.  $29^{\circ}$  30' W. 27.0 varas, marked  $\bar{x}$ ;

N.  $2^{\circ}$  30' W. 140.3 varas to a 20" dia. Elm for fence corner;

N.  $2^{\circ}$  30' E. 16.0 varas to 12" dia. Hackberry for fence corner;

N.  $12^{\circ}$  34' E. 184.3 varas to a double L.O. 16" dia. for fence corner;

N.  $15^{\circ}$  21' E. 144.2 varas to a fence corner post;

N.  $31^{\circ}$  05' E. 479.7 varas to a fence corner; post;

N.  $20^{\circ}$  07' E. 99.1 varas to a L. O. 12" dia. for fence corner;.

N.  $22^{\circ}$  17' E. 26.9 varas to a L.O. 14" dia. for fence corner;

N.  $5^{\circ}$  25' E. 62.4 varas to a fence corner post for the N.E. corner of the aforesaid 580.22 acre tract of land; being in the South line of a 1106.54 acre tract of land, for a corner of

this tract, from which a L.O. 14" dia. brs. S. 9° W. 34.0 varas marked X;

THENCE with fence along the South line of the aforesaid 1106.54 acre tract of land,

N. 84° 58' E. 1012.3 varas to a fence corner post;

N. 61° 30' E. 40.0 varas to a fence corner post;

S. 79° 30' E. 236.7 varas to a fence corner post;

N. 80° 00' E. 681.1 varas to an iron pin and stone mound in fence line for the S.E. corne  
of the aforesaid 1106.54 acre tract of land, from which a L.O. 20" dia. brs. N. 9° E. 32.0  
varas, a L.O. 20" dia. brs. N. 80° E. 38.8 varas, both marked X;

THENCE with fence along the East side of the aforesaid 1106.54 acre tract of land,

N. 11° 57' W. 405.1 varas to a fence corner post;

N. 13° 20' E. 229.0 varas to a fence corner post;

N. 14° 54' E. 147.0 varas to a fence corner post;

N. 14° 28' E. 194.5 varas to a fence corner post;

N. 14° 00' E. 632.2 varas to an iron pin set in the center of a stone mound, being a  
point in a North line of Sur. No. 92, Chas. Schamhorst, for the N.E. corner of the afore-  
said 1106.54 acre tract of land and the N.W. corner of this tract from which the center  
of a cattle guard brs. S. 73° 58' E. 32.1 varas;

THENCE with fence along a North line of Survey No. 92, Chas. Schamhorst, S. 73° 58' E. 455.9  
varas to a stone mound at fence corner post for the S.E. corner of Survey No. 93, C.C.

S.D. & R. G. N. G.R.R.Co., and a reentrant corner of Survey No. 92, Chas. Schamhorst, from  
which a L.O. 16" dia. brs. N. 45° W. 41.0 varas marked X;

THENCE with fence line, N. 1° 16' W. 139.2 varas to a stone mound at fence corner post for  
the S.W. corner of Survey No. 96, Geo. C. Manius, and a corner of Survey No. 92, Chas.  
Schamhorst, from which a L.O. 14" dia. brs. N. 19° 40' W. 72.0 varas, marked X;

THENCE with fence line along the South line of Survey No. 96, Chas. Schamhorst, S. 73° 20'  
E. 1506.4 varas to a stone mound at fence corner post for the N.E. corner of Survey No. 92,  
Chas. Schamhorst, from which a Spanish Oak 12" dia. brs. N. 53° E. 4.0 varas, marked X;

THENCE with fence line, S. 0° 08' E. 911.0 varas to a stone mound at fence corner post in  
the North line of Survey No. 95, G.B. & C.N.G.R.R. Co, being the S.E. corner of the 2nd  
tract of Survey No. 96, Geo. C. Manius, from which a Leaning L.O. 6" dia. brs. N. 33° W.  
28.3 varas, marked X;

THENCE with fence line along the North line of Survey No. 95, G.B. & C.N.G.R.R. Co., and  
the South line of the 2nd tract of Survey No. 96, Geo. C. Manius, N. 70° 56' W. 217.2 varas  
to a fence corner post; in the East line of Survey No. 92, Chas. Schamhorst, for the S.E.  
corner of the 2nd tract of Survey No. 96, Geo. C. Manius, and the N.W. corner of Survey No.  
95, G.B. & C.N.G.R.R. Co., from which a L.O. 6" dia. brs. S. 48° W. 4.7 varas, marked X;

THENCE with fence line along the East line of Survey No. 92 and the West line of Survey No.  
95, S. 19° 54' W. 568.0 varas to a stone mound at fence corner post being in the North  
line of Survey No. 91, G.C.S.D. & R.G.N. G.R.R. Co., for the S.E. corner of Survey No. 92,  
and a reentrant corner of Survey No. 95, from which a L.O. now 12" dia. brs. N. 75° E. 67.0  
varas, a L.O. 8" dia. brs. S. 73° E. 8.0 varas, marked X;

THENCE with fence line N. 70° 38' W. 931.0 varas to a stone mound in the center of a draw  
for corner, from which a fence corner post brs. N. 70° 51' W. 14.7 varas and from said fence  
corner post a L.O. 8" dia. brs. S. 13° 30' W. 39.0 varas, a L.O. 10" dia. brs. N. 21° W. 47.0  
varas, both marked X;

THENCE S. 16° 07' W. at 33.8 varas a fence corner post, continuing with fence line, 2025.5  
varas in all to a fence corner post for corner, from which a L.O. 18" dia. brs. N. 26° W. 49.0

varas, marked X;

THENCE with fence line, S. 67° 23' E. 313.2 varas to a fence corner post, from which an old stone mound for the N.W. corner of Survey No. 43, Wiley Hughes, brs, North 27.56 varas and West 38.21 varas, and from said fence corner post a L.O. 8" dia. brs. N. 43° E. 23.0 varas, marked X;

THENCE with fence line, S. 27° 35' E. 583.5 varas to a fence corner post;

THENCE with fence line, S. 57° 11' E. 50.0 varas to a fence corner post on the East bank of a creek;

THENCE along the East bank of said creek, S. 5° 43' E. 99.8 varas; S. 9° 54' E. 60.2 varas to a fence corner post for corner;

THENCE with fence line, N. 70° 57' W. 586.0 varas to a fence corner post, from which a L.O. 8" dia. brs. N. 51° 30' E. 27.7 varas, a L.O. 10" dia. brs, N. 39° 15' E. 43.2 varas, both marked X;

THENCE with fence line, N. 18° 58' E. 112.6 varas to a stone mound at fence corner post for the N.E. corner of Survey No. 52, S.G. Edwards, and a S.E. corner of Survey No. 45, G.B. & C.N.G.R.R.Co., from which a L.O. now 22" dia. brs. N. 80° E. 120.0 varas, marked H; a L.O. 8" dia. brs. S. 24° E. 58.0 varas, marked X;

THENCE with fence line along the North line of Survey No. 52, S.G. Edwards, N. 70° 41' W. 856.0 varas to a stone mound at fence corner post for the N.W. corner of Survey No. 52 S.G. Edwards, and a reentrant corner of Survey No. 45, G.B. & C.N.G.R.R.Co., from which a L.O. 26" dia. brs. N. 58° W. 43.0 varas, a L.O. 10" dia. brs. N. 30° W. 31.2 varas, both marked X;

THENCE with fence line along a East line of Survey No. 45, G.B. & C.N. G.R.R.Co, S. 17° W. at 1430.5 varas the center of the Blanco River, 3304.9 varas in all to a stone mound at fence corner post for the S.W. corner of Survey No. 44, I.J. Blackburn, and a reentrant corner of Survey No. 45, G.B. & C.N.G.R.R.Co., from which a L.O. now 18" dia. brs. S. 33° 30' W. 73.0 varas, a L.O. now 10" dia. brs. N. 62° 30' W. 35.0 varas, both marked X;

THENCE with fence line, S. 27° 20' W. 139.5 varas to a fence corner post;

THENCE with fence line S. 18° 40' W. 110.0 varas to a fence corner post;

THENCE with fence line, S. 19° 42' W. 578.4 varas to a stone mound at a fence corner post for the S. W. corner of Survey No. 758, J. C. Trawsek, from which a L.O. now 18" dia. brs. S. 32° 30' E. 56.3 varas, a L.O. now 14" dia. brs. S. 8° E. 26.3 varas, both marked X, a L. O. 8" dia. brs. S. 34° W. 31.4 varas, marked X;

THENCE with fence line along the South line of Survey No. 758, J. C. Trawsek, S. 70° 16' E. 180.6 varas to a fence corner post for the N.W. corner of Survey No. 837, Hooper and Wade and a corner of Survey No. 45, G. B. & C.N.G. R.R. Co., from which a L.O. 24" dia. brs, N. 54° W. 21.0 varas marked X;

THENCE with fence line, S. 19° 47' W. 793.8 varas to a fence corner post, from which a 30' E. 43.8 varas a L.O. 10" dia. brs. N. 43° 45' L.O. 10" dia brs. N. 45° W. 21.0 varas both marked X;

THENCE with fence line, S. 29° 17' W. 275.2 varas to a fence corner post, from which a L.O. 6" dia. brs. S. 77° W. 42.5 varas, marked X;

THENCE with fence line, S. 19° 18' W. 2221.4 varas to a fence corner post, from which a L.O. 16" dia. brs. N. 66° 30' W. 24.9 varas, marked X;

THENCE with fence line, S. 70° 05' E. 184.5 varas to a fence cornerpost in the East line of Survey No. 49, G.B. & C.N.G.R.R. Co., and the West line of Survey No. 50, W.F. Sorrell;

THENCE with fence line, S. 19° 50' W. 1760.7 varas to a stone mound at fence corner post for the S.E. corner of Survey No. 49, G.B. & C.N.G.R.R. Co., and the S.W. corner of Survey No. 50, W.F. Sorrell, the N. W. Corner of Survey No. 51, G.B. & C.N.G.R.R.Co., and the N.W.

corner of Survey No. 1080, Wm. Schultz;

THENCE with fence line, South 1140.0 varas to fence corner post;

THENCE with fence line, S.  $2^{\circ} 19'$  W. 136.5 varas to fence corner post for the S.E. Corner of this tract of land, from which a L.O. 10" dia. brs. N.  $42^{\circ} 50'$  W. 24.8 varas, a L.O. 14" dia. brs. N.  $12^{\circ} E.$  34.8 varas, both marked X;

THENCE with fence line, West 2355.9 varas, to a fence corner post, from which a L.O. 8" dia. brs. S.  $87^{\circ} W.$  10.4 varas, a L.O. 8" dia. brs. S.  $79^{\circ} 15'$  W. 73.4 varas, both marked X;

THENCE with fence line, S.  $1^{\circ} 42'$  W. 91.4 varas to a fence corner post in the South line of Survey No. 52, P. M. Cox, from which a P.O. 12" dia. brs. N.  $32^{\circ} 50'$  W. 27.4 varas, marked X;

THENCE with fence line, West 1908.4 varas to a fence corner post in the South line of Survey No. 55, G.B. & C.N.G.R.R. Co., from which a Spanish Oak 8" dia. brs. N.  $2^{\circ} 30'$  W. 22.7 varas marked X;

THENCE with fence, N.  $74^{\circ} 05'$  W. 531.4 varas to a fence corner post;

THENCE with fence N.  $61^{\circ} W.$  75.0 varas to fence corner post;

THENCE with fence N.  $62^{\circ} 36'$  W. 415.6 varas to fence corner post;

THENCE with fence N.  $46^{\circ} 28'$  W. 23.9 varas to fence corner post;

THENCE with fence N.  $27^{\circ} 25'$  W. 24.5 varas to fence corner post;

THENCE with fence N.  $7^{\circ} 20'$  W. 407.0 varas to a 18" dia. L.O. for a fence corner, from which a L.O. 12" dia. brs. N.  $72^{\circ} E.$  41.9 varas, marked X;

THENCE with fence, N.  $14^{\circ} 43'$  W. 815.5 varas to a fence corner post;

THENCE with fence line. N.  $0^{\circ} 45'$  E. 236.0 varas to a fence corner post from which the S.E. corner of the N.  $\frac{1}{2}$  of Survey No. 56, Chas. Oalkers, brs. N.  $1^{\circ} W.$  241.4 varas, and from said fence corner post a L.O. 8" dia. brs. S.  $57^{\circ} W.$  62.5 varas, marked X;

THENCE with fence, N.  $89^{\circ} 47'$  E. 1322.9 varas to a fence corner post; from which a L.O. 10" dia. brs. S.  $68^{\circ} 30'$  W. 41.5 varas, marked X;

THENCE with fence N.  $18^{\circ} 34'$  E. 2064.6 varas to a fence corner post; from which a L.O. 16" dia. brs. N.  $45^{\circ} E.$  81.1 varas, marked X;

THENCE with fence line, N.  $4^{\circ} 30'$  E. 210.5 varas to a stone mound at fence cornerpost for the N.W. corner of Survey No. 53, G.B. & C.N.G.R.R. Co., and the S.W. corner of the W.B. Walker Survey, from which a Walnut 10" dia. brs. N.  $83^{\circ} E.$  24.7 varas, marked X;

THENCE with fence line along the South line of the W.B. Walker Survey and a North line of Survey No. 53, G.B. & C.N.G.R.R. Co., S.  $84^{\circ} 13'$  E. 983.6 varas to a stone mound at fence corner post for the S.E. corner of the W.B. Walker Survey, the S.W. corner of Survey No. 47, G.B. & C.N.G.R.R. Co., and a corner of Survey No. 53, G.B. & C.N.G.R.R. Co., from which a L.O. 8" dia. brs. N.  $35^{\circ} E.$  87.5 varas, a Sycamore 10" dia. brs. S.  $13^{\circ} W.$  36.6 varas, both marked X;

THENCE with fence, N.  $6^{\circ} 15'$  E. 589.0 varas to fence corner post;

THENCE with fence, N.  $32^{\circ} 22'$  E. 38.8 varas to fence corner post;

THENCE with fence, N.  $6^{\circ} 19'$  W. 77.6 varas, to fence corner post;

THENCE with fence N.  $4^{\circ} 37'$  E. 261.2 varas to a stone mound at fence corner post in the South line of Survey No. 899, Hooper and Wade, for the N.E. corner of the W.B. Walker Survey being also a corner of Survey No. 47, G.B. & C.N.G.R.R. Co., from which a L.O. 8" dia. brs. S.  $45^{\circ} E.$  46.9 varas, a L.O. 10" dia. brs. S.  $76^{\circ} 15'$  E. 61.5 varas, both marked X;

THENCE with fence line along the South line of Survey No. 899, Hooper and Wade, S.  $84^{\circ} 43'$  E. 352.7 varas to a fence corner post for the S.E. corner of Survey 899, being a reentrant corner of Survey No. 47, from which a L.O. 6" dia. brs. N.  $23^{\circ} 10'$  E. 44.9 varas, marked X;

THENCE with fence, N. 16°24' E. 1407.8 varas to a fence corner post in the South line of Survey No. 4, W. D. Hutchison, for the N.E. corner of Survey No. 724, W.R. Moore, and a corner of Survey No. 46, P.M. Cox, from which a L.O. 12" dia. brs. S. 4° 30' E. 36.2 varas, marked X;

THENCE with fence line, N. 82° 23' E. 128.1 varas to a fence corner post in the East line of Survey No. 4, and the West line of Survey No. 46, P.M. Cox, from which a L.O. 6" dia. brs. S. 48° 30' W. 47.2 varas, marked X;

THENCE with the West line of Survey No. 46, P.M. Cox, N. 17° 05' E. at 1889.5 varas to center of the Blanco River, 2029.7 varas in all to a stone mound at fence corner post for the S. W. corner of the Manuel Flores Survey and the N. W. corner of Survey No. 46, P.M. Cox, from which a L.O. now 32" dia. brs. S. 40° E. 19.0 varas marked T;

THENCE with fence line along the South line of the Manuel Flores Survey, S. 73°27' E. at 315 varas the center of the Blanco River, 2733.8 varas in all to a stone mound at fence corner post for the S.E. corner of the Manuel Flores Survey being a reentrant corner of Survey No. 45, G.B. & C.N.G.R.R. Co., from which a L.O. 30" dia. brs. N. 56° 15' E. 42.5 varas, a L.O. 6" dia. brs. S. 82°W. 43.7 varas, both marked X;

THENCE with fence along the east line of the Manuel Flores Survey and a West line of Survey No. 45, G.B. & C.N.G.R.R. Co., N. 17° E. at 1101.1 varas the center of the Blanco River, 2726.4 varas to the place of beginning. The land above described together with the two tracts of land heretofore conveyed by Grantor to James Moellendorf and M.L. Moore, respectively, is what is commonly known as the "Franklin Ranch" and the foregoing description is intended to cover and include all of same except the said two tracts heretofore conveyed, as aforesaid and this conveyance is to cover and include all of Grantor's right, title and interest in and to any of the surveys above named and in and to any other land inside the fences of said ranch, whether accurately described above or not, it being the intent to vest in Grantee by this conveyance every right, title and interest which Grantor has to any land or real estate comprising a part of said "Franklin Ranch" except the two tracts above mentioned as having been heretofore conveyed by Grantor to James Moellendorf and M.L. Moore, respectively. For a metes and bounds description of each of said tracts, reference is here made to the deed from Grantor to James Moellendorf dated September 5, 1957, recorded in Volume 78, on page 432 of the Deed Records of Kendall County, Texas, and the deed from Grantor to M.L. Moore dated January 9, 1958, and recorded in Volume 78 at page 531 of the Deed Records of Kendall County, Texas, and said two deed and said records are made a part hereof for all pertinent purposes.

Except from this conveyance an undivided (1/32nd) one thirty-second, interest in and to all oil, gas and other minerals in, on, under and that may be saved from the above described land, but with the specific understanding and agreement that Grantee, his heirs or assigns, may lease said land for oil, gas and/or other mineral developments purposes without the signature thereto of Grantors, their heirs, successors, assigns, and that Grantors shall receive under any existing or future lease or leases on said land only a one fourth of the usual one eighth royalty of all oil, gas and other minerals that may produced and saved from said land as royalty provided for in such lease or leases, but that Grantors, their heirs, successors or assigns, shall be entitled to no part of any bonus money received by Grantee under any future lease or leases on said land, nor shall Grantors be entitled to any part of the annual rentals, under any existing or future lease or leases on said land, paid to keep said lease or leases in force until drilling is begun.

TO HAVE AND TO HOLD the above described premises, subject to the reservation herein made, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Stanley H. Williamson and wife, their heirs or assigns forever. And we do hereby

bind ourselves, our heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Stanley H. Williamson and wife, their heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

But it is expressly agreed and understood that the vendor's lien is retained against the above described property, premises and improvements thereon until the above described note, with all interest and attorney's fees that may become due thereon, shall have been paid in full, when this deed shall become absolute.

WITNESS our hand this the 29th day of November, A.D., 1958.

John Scrogin  
John Scrogin  
Mildred L. Scrogin  
Mildred L. Scrogin

THE STATE OF TEXAS

COUNTY OF COLORADO

BEFORE ME, the undersigned authority, on this day personally appeared John Scrogin and wife, Mildred L. Scrogin, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said Mildred L. Scrogin, wife of the said John Scrogin, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mildred L. Scrogin, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 29th day of November, A.D., 1958.

(Seal)

Catherine G. Berger  
Notary Public in and for Colorado County, Texas

(DOCUMENTARY STAMPS IN THE AMOUNT OF \$225.50 ATTACHED ( AND CANCELED )  
TO DUPLICATE ORIGINAL OF THIS DEED WHICH WAS FILED IN KENDALL COUNTY, TEXAS)

FILED DECEMBER 22, 1958 at 9:15 A.M.  
C.H. STEVENSON, CLERK, BLANCO COUNTY, TEXAS  
RECORDED DECEMBER 23, 1958 at 10:45 A.M.

Application No. 281283

Name George W. Beard

N.F.L.A. of Kerrville

TRANSFER AND ASSIGNMENT

THE STATE OF TEXAS

County of Blanco

KNOW ALL MEN BY THESE PRESENTS:

That Gilbert G. Fuchs hereinafter called Grantor, whether there be one or more parties executing this instrument, for and in consideration of the sum of \$1,895.00 in hand paid by THE FEDERAL LAND BANK OF HOUSTON, the receipt of which is hereby acknowledged, has this day bargained, sold and conveyed, and by these presents does bargain, sell, convey and assign, without recourse, unto said Bank: -The unpaid balance of \$1,895.00, principal and interest, owing on one note for the sum of \$10,880.00, dated March 7, 1953, executed by George W. Beard, payable to the order of Gilbert G. Fuchs, due on or before 4 years after its date, secured by vendor's lien, and more fully described in a certain deed dated March 7, 1953 executed by Gilbert G. Fuchs and wife, Hattie Fuchs to George W. Beard and now shown of record in volume 64, page 8, Deed Records of Blanco County, Texas, to which instrument and its record reference is here made for a better description of said note or notes and the land securing the payment thereof.

And the Grantor hereby bargains, sells and conveys unto the said THE FEDERAL LAND BANK OF HOUSTON, all of the right, title and interest now owned or held by Grantor in and

COUNTY OF Blanco &amp; Kendall

KNOW ALL MEN BY THESE PRESENTS:

That Stanley H. Williamson & wife Marion Jo Williamson, Wichita Falls, Texas and hereinafter referred to as "Grantor", (whether one or more), for and in consideration of Two hundred twenty five and no/100 Dollars (\$225.00) to Grantor in hand paid by LOWER COLORADO RIVER AUTHORITY, of Austin, Texas (hereinafter called the "Authority") have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Authority, an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-Frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by the said Authority, over, across and upon the following described lands located in Blanco-Kendall County, Texas, to-wit:

All that certain tract or parcel of land, being 7,001.4 acres of land, more or less, out of the Wm. D. Hutchinson Survey No. 4, the G. W. Simpson Survey No. 6, the Wiley Hughes Survey No. 43, the C.C.S.D. & R.G. N.G. Ry. Co. Survey No. 92, and the G.B. & C.N.G. Ry. Co. Surveys No. 45, 46, 47, 48, 49, 51, 52, 53, 55, 91, 96 and 119, and being the same land conveyed to Grantor by deed from John Sorogin et ux dated November 29, 1958, recorded in Vol. 67, Page 303 of the Blanco County Deed Records, which instrument and the record thereof is adopted herein for all descriptive purposes.

This easement shall consist of a strip of land one hundred feet wide along the following described centerline:

Beginning at the point of entrance in Grantor's North line at approximately 2,149 ft. westerly from the N.E. corner of the C.C.S.D. & R.G.N.G. Ry. Co. Survey No. 92; Thence S. 55° 17' W. with said centerline as established on the ground approximately 1,555 ft. to an angle point at Engineer's Station 1139 / 10; Thence continuing S. 58° 50' W. approximately 3,346 ft. to the point of exit in Grantor's most northerly west line, the W. line of a county road at approximately 2,680 ft. southerly from Grantor's most northerly N.W. corner.

An additional strip of land twenty feet wide along the following described centerline, for guying purposes only: Beginning S. 32° 56' E. 50 ft. from said angle point at Engineer's Station 1139 / 10; Thence S. 32° 56' E. for a distance of twenty ft.

Grantor warrants that grantor is the owner of said property and has the right to execute this easement.

The centerline described above is shown on plat attached hereto and marked Exhibit A and incorporated herein by reference.

This easement does not include the release from recurrent damages to land or crops occasioned by construction reconstruction operation or maintenance of said transmission line.

It is understood that Grantee will keep said 100 ft. R.O.W. clear enough of growth and underbrush so that same will not impede or interfere with Grantee's construction operation or maintenance of said line.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, operating, maintaining and removing said lines and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances; and the right to place temporary guys, poles, and supporting structures for use in erecting or repairing said line.

69/314

Not more than 0 openings in cultivated land and 15 openings in pasture land shall be made in the ground along said right-of-way in which shall be placed poles, tower foundations, or guy anchors unless Authority, its successor or assigns shall pay to Grantor, his heirs or legal representatives Twenty five dollars and no/100 Dollars (\$25.00) for each such opening in excess of said number in cultivated land, and Fifteen dollars and no/100 Dollars (\$15.00) for each such opening in excess of said number in pasture land, and upon such payment Authority, its successors or assigns, shall have the right and the right is hereby granted, to make additional openings in the ground for poles, tower foundations, or guy anchors in excess of the number specified above.

To have and to hold the above described easement and rights unto the Authority, its successors and assigns, until said easement and right shall be relinquished by Authority. Grantor does hereby bind himself, his heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto Authority, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same of any part thereof.

WITNESS our HANDS THIS 3 DAY OF April 1961.

/s/ Marion Jo Williamson

/s/ Stanley H. Williamson

GRANTOR

THE STATE OF TEXAS,  
County of Gillespie.

BEFORE ME, The undersigned, a Notary Public in and for Gillespie County, Texas, on this day personally appeared Stanley H. Williamson 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of April A.D. 1961.

(Seal)

Agnes Sagebiel  
Notary Public Gillespie County, Texas.

THE STATE OF TEXAS,  
County of Gillespie

BEFORE ME, The undersigned, a Notary Public in and for Gillespie County, Texas, on this day personally appeared Marion Jo Williamson wife of Stanley H. Williamson, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Marion Jo Williamson, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of April A.D. 1961.

(Seal)

Agnes Sagebiel  
Notary Public Gillespie County, Texas.

FILED FOR RECORD APRIL 4th, 1961, at 10:01 A.M.  
IOLA LESTER, CLERK, BLANCO COUNTY, TEXAS.  
RECORDED APRIL 4th, 1961, at 2:15 P.M.



BLANCO & KENDALL COUNTIES, TEXAS.

WM. D. HUTCHINSON SURVEY NO. 4  
O. W. SIMPSON SURVEY NO. 6  
WILEY HUGHES SURVEY NO. 43  
C. C. S. D. & R. G. M. G. RY. CO. SURVEY NO. 92  
G. B. & C. N. G. RY. CO. SURVEYS NO. 45, 46, 47, 48, 49,  
51, 52, 53, 55, 91, 96, & 119.

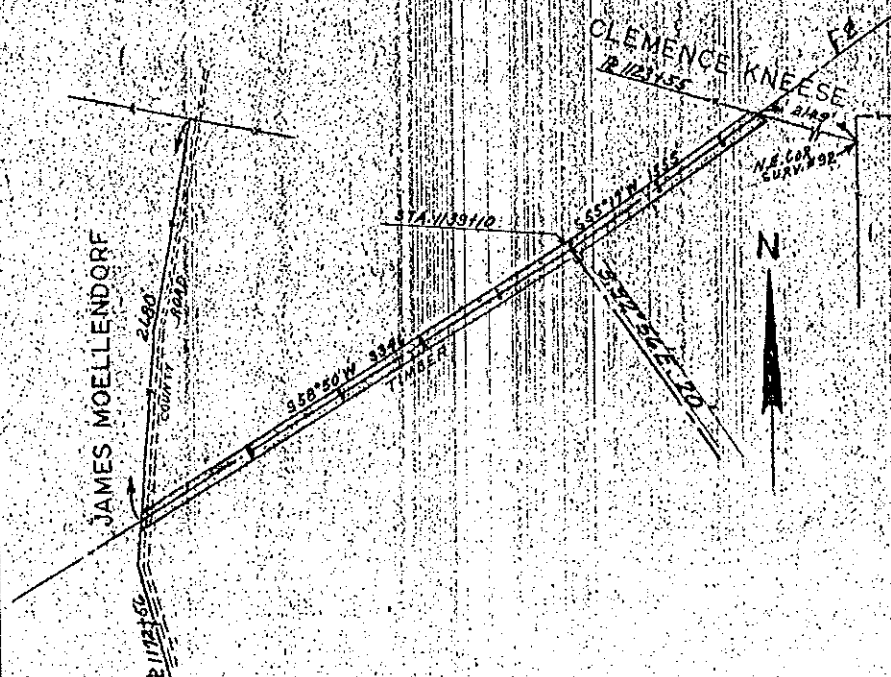
LINE NO. 63-B  
GRANTOR STANLEY H. WILLIAMSON  
EASEMENT NO. 22

# STANLEY H. WILLIAMSON

7,001 ACRES

Vol. 67

P. 303



14 Poles in Pasture  
1 - Anchors " "

LOWER COLORADO RIVER AUTHORITY  
AUSTIN, TEXAS  
TRANSMISSION LINE EASEMENT PLAT

EXHIBIT A

LINE NO. 63-B FROM PHILLIPS-BLANCO TO COMFORT EASEMENT NO. 22

SCALE: 1" = 800' DATE MARCH, 1961 GRANTOR STANLEY H. WILLIAMSON

FILED FOR RECORD APRIL 4th, 1961, at 11:01 A.M.  
IOLA LESTER, CLERK, BLANCO COUNTY, TEXAS.  
RECORDED APRIL 4th, 1961, at 2:15 P.M.

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COUNTY OF Blanco &amp; Kendall

KNOW ALL MEN BY THESE PRESENTS:

That Stanley H. Williamson & wife Marion Jo Williamson, Wichita Falls, Texas and hereinafter referred to as "Grantor", (whether one or more), for and in consideration of Sixty dollars and no/100 Dollars (\$60.00) to Grantor in hand paid by LOWER COLORADO RIVER AUTHORITY, of Austin, Texas (hereinafter called the "Authority") have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Authority, an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable number of wires, and all necessary or desirable appurtenances (including towers, H-Frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by the said Authority, over, across and upon the following described lands located in Kendall & Blanco County, Texas, to-wit: All that certain tract or parcel of land, being 7,001.4 acres of land, more or less, out of the Wm. D. Hutchinson Survey No. 4, the G. W. Simpson Survey No. 6, the Wiley Hughes Survey No. 43, the C.C.S.D. & R.G.N.G. Ry. Co. Survey No. 92, and the G.B. & C.N.G. Ry. Co. Surveys Nos. 45, 46, 47, 48, 49, 51, 52, 53, 55, 91, 96 and 119, and being the same land conveyed to Grantor by deed from John Scrogin et ux dated November 29, 1958, recorded in Vol. 67, Page 303 of the Blanco County Deed Records, which instrument and the record thereof is adopted herein for all descriptive purposes.

This easement shall consist of a strip of land one hundred feet wide along the following described centerline:

Beginning at the point of entrance in a north line of Grantor's, the south line of the James Mcellendorf 1,106.54 acre tract at approximately 1,000 ft. east along said line from the N.E. corner of the M. L. Moore tract; Thence S. 58° 50' W. with said centerline as established on the ground approximately 1,276 ft. to the point of exit in a west line of Grantor's, the E. line of the M. L. Moore tract at S. 5° 25' W. 173 ft. S. 22° 17' W. 75 ft. and S. 20° 07' W. 271 ft. from a N.W. corner of Grantor's, the N.E. corner of the M. L. Moore tract.

Grantor warrants that grantor is the owner of said property and has the right to execute this easement.

The centerline described above is shown on plat attached hereto and marked Exhibit A and incorporated herein by reference.

This easement does not include the release from recurrent damages to land or crops occasioned by construction reconstruction operation or maintenance of said transmission line.

It is understood that Grantee will keep said 100 ft. R.O.W. clear enough of growth and underbrush so that same will not impede or interfere with Grantee's construction operation or maintenance of said line.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, operating, maintaining and removing said lines and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances; and the right to place temporary guys, poles, and supporting structures for use in erecting or repairing said line.

Not more than 6 openings in cultivated land and 4 openings in pasture land shall be made in the ground along said right-of-way in which shall be placed poles, tower foundations, or guy anchors unless Authority, its successor or assigns shall pay to Grantor, his heirs or legal representatives Twenty five dollars and no/100 Dollars (\$25.00) for each such opening in excess of said number in cultivated land, and Fifteen dollars and no/100 Dollars (\$15.00)

for each such opening in excess of said number in pasture land, and upon such payment Authority, its successors or assigns, shall have the right and the right is hereby granted, to make additional openings in the ground for poles, tower foundations, or guy anchors in excess of the number specified above.

To have and to hold the above described easement and right unto the Authority, its successors and assigns, until said easement and right shall be relinquished by Authority.

Grantor does hereby bind himself, his heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto Authority, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our HAND THIS 3 DAY OF April 1961.

/s/ Marion Jo Williamson

/s/ Stanley H. Williamson

GRANTOR

THE STATE OF TEXAS,

County of Gillespie

BEFORE ME, The undersigned, a Notary Public in and for Gillespie County, Texas, on this day personally appeared Stanley H. Williamson 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of April A.D. 1961.

(Seal)

Agnes Sagebiel

Notary Public Gillespie County, Texas.

AGNES SAGEBIEL

Notary Public, Gillespie County, Tex.

THE STATE OF TEXAS,

County of Gillespie

BEFORE ME, The Undersigned, a Notary Public in and for Gillespie County, Texas, on this day personally appeared Marion Jo Williamson wife of Stanley H. Williamson, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Marion Jo Williamson, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of April A.D. 1961.

(Seal)

Agnes Sagebiel.

Notary Public Gillespie County, Texas.

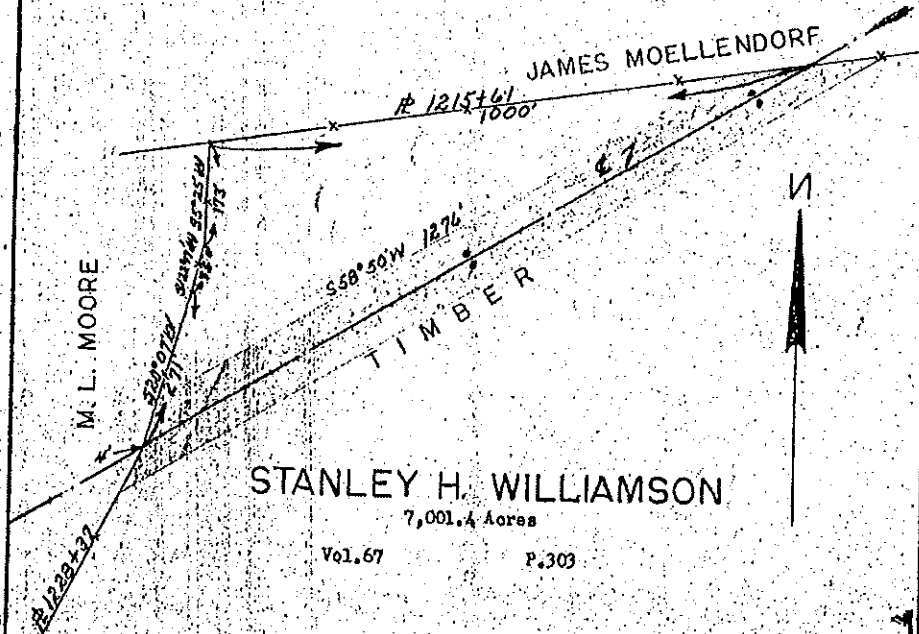
AGNES SAGEBIEL

Notary Public, Gillespie County, Tex.

FILED FOR RECORD APRIL 4th, 1961, at 11:30 A.M.  
IOLA LESTER, CLERK, BLANCO COUNTY, TEXAS.  
RECORDED APRIL 4th, 1961, at 3:15 P.M.

KENDALL COUNTY, & BLANCO COUNTY, TEXAS.

LINE NO. 63-B  
GRANTOR STANLEY H. WILLIAMSON  
EASEMENT NO. 24



LOWER COLORADO RIVER AUTHORITY  
AUSTIN, TEXAS  
TRANSMISSION LINE EASEMENT PLAT

EXHIBIT A

LINE NO. 63-B FROM PHILLIPS-BLANCO TO COMFORT EASEMENT NO. 24

SCALE: 1" = 200' DATE MARCH, 1961 GRANTOR STANLEY H. WILLIAMSON

FILED FOR RECORD APRIL 4, 1961, at 11:30 A.M.  
IOLA LESTER, CLERK, BLANCO COUNTY, TEXAS.  
RECORDED APRIL 4th, 1961, at 3:15 P.M.

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**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.**

**MINERAL DEED  
(Blanco County)**

Filed this 2 day of July 2015  
11:30 A.M.

Recitals and Definitions

Laura Walla  
County Clerk, Blanco County, Texas  
By: Shelli K. Malley Deputy

A. S&J Williamson Land and Cattle, Ltd. (the "Limited Partnership") is a Texas limited partnership whose sole general partner is S&J Williamson Venture, Inc., (the "General Partner"), a Texas corporation.

B. For all purposes of this Mineral Deed (this "Deed"), unless the context otherwise requires:

1. "Effective Date" shall mean June 1, 2015 at 7:00 a.m.
2. "Lease" means an oil and gas lease (which term shall include an oil, gas and mineral lease).
3. "Minerals" mean oil, gas and other minerals, and any of them in, on, under and produced from all lands (the "Lands") in the State of Texas, including, without limitation, the lands situated in Blanco County, Texas, described in the attached Exhibit "A", incorporated herein by this reference.
4. "Mineral Executive Rights" mean the power to make, execute and deliver all leases, modifications, amendments, extensions of leases, pooling and communitization and other agreements covering the Minerals in, on, under and produced from the Lands described in the attached Exhibit "A".
5. "Mineral Interests" mean all of the right, title and interest of the Limited Partnership immediately prior to the Effective Date in and to any fee simple estate, term estate, royalty interest, royalty and reversionary interest, Lease, overriding royalty interest or production payment interest, covering or in and to the Minerals; together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring the Lands for the Minerals and removing the Minerals from the Lands; together with a like undivided interest in and to any personal property, equipment, permits, licenses, easements, contracts, insofar as assignable, and appurtenances used or obtained in connection with, or pertaining to, any Lease or any unit in which the same, or any part thereof is pooled or unitized, or the production, treating and marketing of oil, gas or other minerals from such Lease or unit, and by reason of the inclusion of such Lease, royalty interest, royalty and reversionary interest, overriding royalty interest or production payment interest, as the case may be, in such unit; provided, however, that the term "Mineral Interests" shall never include: (i) any term estate insofar as such term has now expired, (ii) any Lease or overriding royalty interest or production payment interest created out of such Lease if such Lease has expired

MINERAL DEED  
S&J Williamson Land and Cattle, Ltd.

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by its own terms, been released by its record owner or terminated by final judgment of a court of competent jurisdiction, or (iii) the Mineral Executive Rights.

C. The General Partner and the limited partners of the Limited Partnership (collectively, the "Partners") have agreed to dissolve the Limited Partnership and to wind up and terminate the operations of the partnership and to distribute the assets of the partnership to its Partners.

D. The Limited Partnership (hereafter referred to as "Grantor") executes this Mineral Deed to transfer and assign the Mineral Interests to Berton L. Williamson, as his separate property, and Joe Howard Williamson, as his separate property ("Grantees") in equal undivided interests. The mailing address of Berton L. Williamson is P.O. Box 579, Iowa Park, Texas 76367; the mailing address of Joe Howard Williamson is P.O. Box 9305, Wichita Falls, Texas 76308.

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That, in consideration of \$10 and the dissolution and winding up of Grantor and the resulting distribution of the assets of Grantor to its Partners, and subject to the matters hereinafter stated, Grantor has **GRANTED, TRANSFERRED, CONVEYED, and ASSIGNED**, and by these presents does **GRANT, TRANSFER, CONVEY, and ASSIGN**, the Mineral Interests to Grantees in equal undivided interests, as the separate property of each of Grantees.

This Deed is made **SUBJECT TO:**

(a) That certain Special Warranty Deed of even date herewith, and duly recorded in the Official Public Records of Blanco County, Texas, executed by Grantor conveying the surface estate of, and Grantor's right, title and interest in the Mineral Executive Rights in, the Lands described in the attached Exhibit "A" to Berton L. Williamson, as his separate property, and to Joe Howard Williamson, Trustee of the Joe Howard Williamson Non-Exempt Descendants Trust, in equal undivided interests; and

(b) With respect to any particular Mineral Interest (i) all valid, subsisting and duly recorded matters in the chain of title of Grantor to such Mineral Interest in addition to the deed described in (a) above; (ii) the terms and provisions of any valid, subsisting and duly recorded Lease covering or comprising all or any part of such Mineral Interest; and (iii) any valid, subsisting and duly recorded pooling or unitization of all or any part of any Lease, overriding royalty interest, production payment interest, royalty interest or royalty and reversionary interest, as the case may be, which comprises all or any part of such Mineral Interest.

**TO HAVE AND TO HOLD** the Mineral Interests, subject to the matters aforesaid, unto Grantees and their respective assigns and other successors in title. Anything herein to the contrary notwithstanding, the conveyance herein of the Mineral Interests to Grantees is executed without warranty of title, express or implied.

**WITH RESPECT TO ALL TANGIBLE PERSONAL PROPERTY AND EQUIPMENT CONSTITUTING A PART OF THE MINERAL INTERESTS HEREIN CONVEYED, SUCH PROPERTY AND EQUIPMENT IS HEREBY ASSIGNED BY GRANTOR TO GRANTEEES, AS IS, WHERE IS AND WITH ALL FAULTS, AND GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED PERTAINING TO THE CONDITION OR THE UTILITY OF SUCH TANGIBLE PERSONAL PROPERTY AND EQUIPMENT.**

This Deed may be executed in multiple counterparts, each of which will constitute an original and all of which, when considered together, will constitute a single original. The terms and provisions of all such counterparts are identical, except to facilitate the recording of this Deed in the various counties in which the Mineral Interests are situated, the term "Minerals" defined in Recital B.3. of this Deed contains only the legal descriptions of Lands situated in the particular Texas county in whose land records this counterpart is recorded.

**EXECUTED** on the date of Grantor's acknowledgment hereto, but **EFFECTIVE** from and after the Effective Date.

**GRANTOR:**

**S&J WILLIAMSON LAND AND  
CATTLE, LTD.,** a Texas limited  
partnership

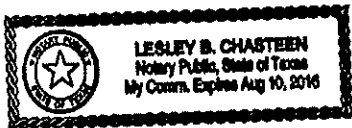
By Berton L. Williamson

Berton L. Williamson, President of  
S&J Williamson Venture, Inc.,  
General Partner

THE STATE OF TEXAS §  
  §  
COUNTY OF WICHITA §

This instrument was acknowledged before me on June 26, 2015 by Berton L. Williamson, President of S&J Williamson Venture, Inc., General Partner of S&J Williamson Land and Cattle, Ltd., a Texas limited partnership, on behalf of said limited partnership.

**NOTARY PUBLIC'S SEAL**



Lesley B. Chasteen  
Notary Public for  
the State of Texas

**AFTER RECORDING RETURN TO:**

Richard K. Bowersock  
Sherrill, Crosnoe & Goff  
P.O. Drawer 97511  
Wichita Falls, Texas 76307-7511

U:\ja\AKB\S&J Williamson Land & Cattle, Ltd\Distribution of Assets\Mineral Deed (Blanco).wpd

MINERAL DEED  
S&J Williamson Land and Cattle, Ltd.

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## EXHIBIT "A"

### Blanco Ranch

493.093 acres of land, more or less, situated in Blanco County, Texas, being all of the land owned by S&J Williamson Land and Cattle, Ltd. as of the date of the Special Warranty Deed to which this Exhibit "A" is attached remaining in: (i) that certain 1,541.2 acre tract of land situated in Blanco and Kendall Counties, Texas, described in the attached Attachment 1, incorporated herein by this reference, and (ii) that certain 233.6 acre tract of land situated in Kendall County, Texas, described in the attached Attachment 2, incorporated herein by this reference, following the 3 conveyances described below out of said 1,541.2 acre tract and said 233.6 acre tract:

1. a 326.653 acre tract described by metes and bounds in that certain Special Warranty Deed effective May 15, 2014, executed by S&J Williamson Land and Cattle, Ltd. conveying such tract to Mirador Properties, L.L.C., a Texas limited liability company, recorded in Volume 491 at Page 890 *et seq.* of the Official Public Records of Blanco County, Texas, reference to such deed and its record being here made for the legal description of said 326.653 acre tract;

2. a 320.043 acre tract described by metes and bounds in that certain Special Warranty Deed dated November 3, 2014, executed by S&J Williamson Land and Cattle, Ltd. conveying such tract to HLAM, LTD., a Texas limited liability company, recorded in Volume 1439 at Page 1137 *et seq.* of the Official Public Records of Kendall County, Texas, reference to such deed and its record being here made for the legal description of said 320.043 acre tract; and

3. a 635.011 acre tract described by metes and bounds in that certain Special Warranty Deed dated February 26, 2015, executed by S&J Williamson Land and Cattle, Ltd. conveying such tract to Hart Blanco Co. Property Limited Partnership, a Texas limited partnership, recorded in Volume 504 at Page 488 *et seq.* of the Official Public Records of Blanco County, Texas, reference to such deed and its record being here made for the legal description of said 635.011 acre tract.



ATTACHMENT 1

Field notes of a survey of 1,541.2 acres, more or less, of land made at the request of Stanley Williamson. Said land is situated comprising: approximately 228.8 acres part of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 119, Abstract No. 635, in Kendall County; approximately 91.2 acres, Abstract No. 1566 in Blanco County; approximately 147.1 acres, part of the G.W. Simpson Survey No. 6, Abstract No. 979 in Kendall County; approximately 12.9 acres, Abstract No. 589 in Blanco County; approximately 54.3 acres, part of the G.B. & C.N.G.R.R. Co. Survey No. 45, Abstract No. 572 in Kendall County; approximately 80.1 acres, Abstract No. 1613 in Blanco County; approximately 420.3 acres, part of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 677 in Blanco County; approximately 0.5 acre, part of said Survey situated in Kendall County; approximately 462.8 acres, part of the Chas. Scharnhorst Survey No. 92, Abstract No. 1366; approximately 10.9 acres, part of the Geo. C. Maenius Survey No. 96, 2nd Tract, Abstract No. 1543; and approximately 32.3 acres, part of the Wiley Hughes Survey No. 43, Abstract No. 281 situated in Blanco County, Texas, and comprising part of that 7001.40 acre, more or less, tract described in a conveyance to Stanley H. Williamson, et ux, by John Scrogin, et ux, dated November 29, 1958, found of record in Volume 67, page 303 of the Deed Records of Blanco County and in Volume 79, page 481 of the Deed Records of Kendall County, Texas, as said tract if found fenced, monumented and/or used on the ground, and includes land, part of Maenius (county) Road and Blanco County Road No. 107.

Said 1,541.2 acre, more or less tract is described by metes and bounds as follows:

BEGINNING at a 6 inch dia. pine post found set for the N.E. corner of the Manuel Flores Survey No. 46, Abstract No. 176, for the N.E. corner of that 234.6 acre, more or less, tract described in a conveyance to Stanley Williamson, et ux, found of record in Volume 91, page 518 of the Deed Records of Kendall County, Texas, for a S.W. reentrant corner of the G.B. & C.N.G.R.R. Co. Survey No. 45, for a S.W. reentrant corner of that 7001.40 acre, more or less, tract described in said conveyance to Stanley Williamson, et ux, by John Scrogin, et ux, found of record in Volume 67, page 303 of the Deed Records of Blanco County and in Volume 79, page 481 of the Deed Records of Kendall County, Texas, for a S.W. reentrant corner of this tract of land;

THENCE with fence along a south line of said 7001.40 acre tract as follows:

1,541.2 acre tract

N. 72 deg. 25 min. 29 sec. W. 2428.37 feet to an 18 inch dia. L.O. tree, for the N.E. corner of that certain tract described of record in Volume 86, page

657 of the Deed Records of Kendall County, Texas;

N. 72 deg. 15 min. W. 693.0 feet to a 6 inch dia. pine post;

N. 72 deg. 25 min. W. 1274.7 feet to a 7 inch dia. pine post found set for the N.W. corner of that 100 acre First Tract described of record in Volume 81, page 7, for the N.E. corner of that 200 acre, or less, tract described of record in Volume 76, page 180, Deed Records of Kendall County, Texas;

N. 72 deg. 11 min. W. 708.4 feet to a 6 inch dia. cedar gate post found set for the S.E. corner of that 580.22 acre tract described of record in Volume 78, page 531 of the Deed Records of Kendall County, Texas, for a S.W. corner of said 7001.40 acre tract, for the W.S.W. corner of this tract of land;

THENCE with fence along the east boundary of said 580.22 acre tract and along a west boundary of said 7001.40 acre tract as follows:

N. 3 deg. 06 min. E. 8.2 feet to an 8 inch dia. cedar gatepost;

N. 22 deg. 09 min. E. 314.0 feet to a 7 inch dia. cedar post;

N. 39 deg. 15 min. E. 920.1 feet to a 7 inch dia. cedar post;

N. 45 deg. 46 min. W. 585.4 feet to an 8 inch dia. cedar post;

N. 2 deg. 05 min. W., crossing a branch, 429.2 feet in all to a 15 inch dia. H.B. tree;

N. 13 deg. 48 min. E. 506.0 feet to a twin L.O. tree;

N. 16 deg. 23 min. E. 397.1 feet to a 7 inch dia. cedar post;

N. 32 deg. 17 min. 20 sec. E. 1316.3 feet to a 7 inch dia. cedar post;

N. 21 deg. 26 min. E. 273.6 feet to a 16 inch dia. L.O. tree;

THENCE continuing with the remains of an old fence along said common boundary, generally in the bed of a branch as follows:

N. 21 deg. 54 min. E. 73.3 feet to a 20 inch dia. L.O. tree;

N. 6 deg. 24 min. E. 172.8 feet to a 6 inch dia. cedar post found set in fence along the south boundary of that 1,106.54 acre tract described of record in Volume 78, page 432 of the Deed Records of Kendall County, Texas, for the N.E. corner of said 580.22 acre tract, for a W.N.W. corner of said 7001.40 acre tract, for the W.N.W. corner of this tract of land;

THENCE with fence along the south boundary of said 1106.54 acre tract and along a northern boundary of said 7001.40 acre tract as follows:

1,541.2 acre tract

N. 86 deg. 09 min. 40 sec. E., crossing the Kendall-Blanco County line, 1626.0 feet in all to a 5 inch dia. cedar post;  
N. 85 deg. 57 min. E. 400.0 feet;  
N. 83 deg. 04 min. 30 sec. E. 736.0 feet to a 7 inch dia. cedar post;  
N. 72 deg. 15 min. E. 179.2 feet to an 8 inch dia. cedar post;  
S. 78 deg. 09 min. E. 631.1 feet to an 8 inch dia. cedar post;  
N. 80 deg. 55 min. E. 1876.8 feet to a 12 inch dia. pine post found set for the E.S.E. corner of said 1,106.54 acre tract, for a reentrant corner of said 7001.40 acre tract, for a reentrant corner of this tract of land;

THENCE with fence along the eastern boundary of said 1,106.54 acre tract and along a western boundary of said 7001.40 acre tract, along Blanco County Road No. 207 (Moenius Road) as follows:

N. 11 deg. 05 min. W. 1122.2 feet to a 9 inch dia. gatepost;  
N. 14 deg. 32 min. 40 sec. E. 962.2 feet to a 6 inch dia. cedar post;  
N. 15 deg. 06 min. 20 sec. E. 2376.6 feet to a 7 inch dia. cedar post found set in a north line of the Chas. Schamhorst Survey No. 92 and in the south boundary of that 400 acre FIRST TRACT and that 92.5 acre SECOND TRACT described of record in Volume 73, page 267 of the Deed Records of Blanco County, for the N.E. corner of said 1,106.54 acre tract, for a N.W. corner of said 7001.40 acre tract, for a N.W. corner of this tract of land;

THENCE with fence along the north boundary of said 7001.40 acre tract, S. 73 deg. 27 min. E., crossing County Road No. 207, 1269.0 feet to a 5 inch dia. cedar post found set for the S.E. corner of the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 93, Abstract No. 752, for a reentrant corner of said Survey No. 92;

THENCE with fence N. 0 deg. 31 min. W. 386.0 feet to a 6 inch dia. pine post found set for the S.W. corner of that 200 acre tract described of record in Volume 82, page 861 of the Deed Records of Blanco County, Texas, for a N.N.W. corner of said Survey N. 92, for the N.N.W. corner of said 7001.40 acre tract, for the N.N.W. corner of this tract of land;

THENCE with fence along the north boundary of said 7001.40 acre tract as follows:

S. 72 deg. 01 min. E. 127.8 feet to a 60d nail found set in a 7 inch dia. cedar post, for the S.E. corner of said 200 acre tract, for the S.W. corner of that

1,541.2 acre tract

211.78 acre tract described of record in Volume 132, page 488 of the Deed Records of Blanco County, Texas;  
S. 72 deg. 31 min. 28 sec. E. 1926.0 feet to a 60d nail found set in a 7 inch dia. pine post, for the S.E. corner of said 211.78 acre tract, for the S.W. corner of that 211.450 acre tract described of record in Volume 81, page 658 of the Deed Records of Blanco County, Texas;  
S. 72 deg. 32 min. 28 sec. E. 1085.7 feet;  
S. 72 deg. 38 min. E. 249.4 feet;  
S. 72 deg. 54 min. 40 sec. E. 770.0 feet to a 1/2 inch dia. steel bar found set at a 7 inch dia. cedar post, for the S.S.E. corner of said 211.450 acre tract, for the N.W. corner of that 17.040 acre Tract 2 described of record in Volume 165, page 566 of the Deed Records of Blanco County, Texas, for the N.N.E. corner of said 7001.40 acre tract, for the N.N.E. corner of this tract of land;

THENCE with fence along the west boundary of LandMart Ranches said 17.040 acre tract; 36.020 acre Tract 11 and 42.789 acre Tract 12, described of record in Volume 228, page 472 of the Deed Records of Blanco County, Texas, S. 0 deg. 28 min. W. 2511.1 feet to a 6 inch dia. cedar post found set for the S.E. corner of the Geo. Maenius Survey No. 96, Second Tract, Abstract No. 1543, for the S.W. corner of said 42.789 acre tract, being a point in the N.W. boundary of that 1,017.2 acre, more or less, tract described of record in Volume 132, page 87 of the Deed Records of Blanco County, Texas, for a S.E. corner of said 7001.40 acre tract, for a S.E. corner of this tract of land;

THENCE with fence along the northern and western boundary of said 1017.2 acre tract and along the eastern boundary of said 7001.40 acre tract as follows:

N. 70 deg. 17 min. W. 598.4 feet to a 10 inch dia. cedar post;  
S. 20 deg. 36 min. 20 sec. W. 1575.5 feet to an 8 inch dia. cedar post;  
N. 69 deg. 52 min. 24 sec. W. 2619.2 feet to a 7 inch dia. pine post;  
S. 16 deg. 31 min. 33 sec. W. 5621.0 feet to a 7 inch dia. cedar post;  
S. 66 deg. 52 min. 30 sec. E. 869.2 feet to a 9 inch dia. cedar post;  
S. 26 deg. 47 min. 20 sec. E. 1616.3 feet to a "tee" post found set at a dead P.O tree;  
S. 52 deg. 25 min. E. 82.6 feet to a 15 inch dia. pecan tree;  
S. 64 deg. 40 min. E., crossing Falls Creek, 59.6 feet in all to an 8 inch dia. pine post;  
S. 2 deg. 49 min. E. 428.3 feet to a 7 inch dia pine post found set in the north line of that 154.89 acre tract described of record in Volume 219, page 753 of

1,541.2 acre tract

the Deed Records of Blanco County, Texas, for an E.S.E. corner of said 7001.40 acre tract, for the E.S.E. corner of this tract of land;

THENCE with fence along the boundary of said 7001.40 acre as follows:  
N. 70 deg. 45 min. W., crossing Falls Creek, 230.6 feet in all to a 7 inch dia. cedar post;  
N. 70 deg. 01 min. 30 sec. W. 1355.2 feet to an 8 inch dia. cedar post found set in the east line of that 180.7 acre Tract One described of record in Volume 143, page 397 of the Deed Records of Blanco County, Texas, for the N.W. corner of said 154.89 acre tract;  
N. 19 deg. 44 min. E. 312.6 feet to a 7 inch dia. cedar post found set for the N.E. corner of said 180.7 acre tract;  
N. 69 deg. 51 min. 30 sec. W., crossing the Blanco-Kendall County line, 2375.8 feet in all to an 8 inch dia. cedar post found set, for the N.W. corner of the S.G. Edwards Survey No. 52, Abstract No. 1612 (B), 158 (K), for a reentrant corner of the G.B. & C.N.G.R.R. Co. Survey No. 45, for the N.W. corner of said 180.7 acre tract;  
S. 17 deg. 50 min. 20 sec. W. 1630.5 feet;  
S. 17 deg. 28 min. 47 sec. W. 1759.6 feet to a 4 inch dia. pine post found set in the north right-of-way line of R.M. Highway No. 1888, for the S.W. corner of said 180.7 acre tract, for the S.S.E. corner of this tract of land;

THENCE with the north right-of-way line of R.M. Highway No. 1888, with the arc of a curve to the left, having a radius of 1195.9 feet and a central angle of 20 deg. 26 min., in a westerly direction, crossing Maenius (county) Road, a distance of 426.5 feet in all (LC brs. S. 77 deg. 49 min. W. 424.24 feet to a point in fence projection in a west line of said Survey No. 45, in the east line of the Manuel Flores Survey No. 46, for a S.S.W. corner of this tract of land;

THENCE with the east line of said 234.6 acre, more or less, tract described of record in Volume 91, page 518 of the Deed Records of Kendall County and with a west line of said 7001.40 acre tract, N. 17 deg. 30 min. 58 sec. E. 2934.77 feet to the place of beginning.

ATTACHMENT 2

Field notes of a survey of 233.6 acres, more or less, of land made at the request of Stanley Williamson. Said land is situated in Kendall County, Texas, comprising part of the Manuel Flores Survey No. 46, Abstract No. 176; part of that 234.6 acre, more or less, tract described in a conveyance to Stanley Williamson, et ux, by Lydia Kuebel, dated December 20, 1965, found of record in Volume 91, page 518 of the Deed Records of Kendall County, Texas; and comprising that 8 acre, more or less, tract described in a conveyance to Stanley Williamson, et ux, by Douglas Kuebel, et ux, dated January 4, 1966, found of record in Volume 91, page 511 of said Deed Records, as said tracts are found fenced, monumented and/or used on the ground.

Said 233.6 acre, more or less, tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a 6 inch dia. pine post found set for the N.E. corner of the Manuel Flores Survey No. 46, Abstract No. 176, for a Reentrant corner of the G.B. & C.R.R. Co. Survey No. 45, Abstract No. 572, for a reentrant corner of that 7001.40 acre, more or less, tract described of record in Volume 79, page 481, for the N.E. corner of that 234.6 acre, more or less, tract described in said conveyance to Stanley Williamson, et ux, by Lydia Kuebel, found of record in Volume 91, page 518, Deed Records of Kendall County, Texas, for the N.E. corner of this tract of land;

THENCE with the east line of said Manuel Flores Survey and with the east line of said 234.6 acre tract, S. 17 deg. 30 min. 58 sec. W. 2934.77 feet to a point in fence projection, in the N.W. right-of-way line of R.M. Highway No. 1888, for the S.E. corner of this tract of land;

THENCE with the N.W. right-of-way line of R.M. Highway No. 1888 as follows:

with the arc of a curve to the left, having a radius of 1195.9 feet and a central angle of 7 deg. 19 min. 55 sec., in a southwesterly direction, a distance of 153.03 feet (LC brs. S. 63 deg. 56 min. 18 sec., W. 152.93 feet) to a concrete monument;  
S. 60 deg. 18 min. 07 sec. W. 425.55 feet to a ½ inch dia. steel bar found set at a 6 inch dia. cedar post, for the east corner of that 8 acre, more or less, tract described of record in Volume 301, page 944 of the Deed Records of Kendall County, Texas;

THENCE with fence, N. 29 deg. 40 min. 28 sec. W. 855.68 feet to a ½ inch

233.6 acre tract

dia. steel bar found set at a 6 inch dia. pine post, for the north corner of said 8 acre tract;

THENCE with fence, S. 60 deg. 16 min. 48 sec. W. 408.03 feet to a ½ inch dia. steel bar found set at a 7 inch dia. pine post, for the west corner of said 8 acre tract, for the north corner of that 8 acre, more or less, tract described in said conveyance to Stanley Williamson, et ux, by Douglas Kuebel, et ux, found of record in Volume 91, page 511 of the Deed Records of Kendall County, Texas;

THENCE with fence along the common boundary of said 8 acre tracts, S. 29 deg. 38 min. 59 sec. E. 855.53 feet to a 7 inch dia. pine post found set in the N.W. right-of-way line of R.M. Highway No. 1888;

THENCE with the N.W. right-of-way line of R.M. Highway No. 1888, S. 60 deg. 18 min. 07 sec. W. 406.36 feet to a 6 inch dia. pine post found set for the east corner of that 8 acre, more or less, tract described of record in Volume 85, page 188 of the Deed Records of Kendall County, Texas, for the south corner of said 8 acre Williamson tract;

THENCE with fence along the common boundary of said 8 acre tracts, N. 29 deg. 39 min. 37 sec. W. 855.4 feet to a 7 inch dia. cedar post found set;

THENCE with fence along the N.W. line of said 8 acre tract described of record in Volume 85, page 188 of said Deed Records, S. 60 deg. 16 min. 35 sec. W., passing it's west corner and the north corner of that 8 acre, more or less, tract described of record in Volume 86, page 273 of the Deed Records of Kendall County, Texas, 858.28 feet in all to a point at a 4 inch dia. pipe post found set;

THENCE with fence along the S.W. line of said 8 acre tract described of record in Volume 86, page 273 of said Deed Records, S. 29 deg. 46 min. 41 sec. E. 676.43 feet to a 4 inch dia. pipe post found set in the north right-of-way line of R.M. Highway No. 1888;

THENCE with the north right-of-way line of R.M. Highway No. 1888 as follows:

with the arc of a curve to the right, having a radius of 1095.9 feet and a central angle of 15 deg. 27 min. 19 sec., in a westerly direction, a distance of 295.62 feet (LC brs. N. 78 deg. 48 min. W. 294.72 feet to a concrete monument;

233.6 acre tract

N. 71 deg. 06 min. W. 845.13 feet to a 4 inch dia. pipe post found set in fence along the east line of that 20 ft. wide road tract described of record in Volume 81, page 7 of the Deed Records of Kendall County, Texas, for the S.W. corner of this tract of land;

THENCE with fence along the east line of said road tract and along the west line of said 234.6 acre tract as follows:

N. 14 deg. 23 min. E. 82.8 feet;  
N. 17 deg. 47 min. 34 sec. E. 1530.59 feet to a 12 inch dia. pine post;  
N. 9 deg. 17 min. 16 sec. W. 213.64 feet to a 7 inch dia. pine post found set in the east boundary of that 100 acre FIRST tract described of record in Volume 81, page 7 of the Deed Records of Kendall County, Texas;

THENCE with fence along the east line of said 100 acre tract and along the west line of said 234.6 acre tract, N. 18 deg. 17 min. 24 sec. E., at 1849.8 feet a 7 inch dia. cedar post, 1850.97 feet in all to a point, for the S.W. corner of that certain tract described of record in Volume 86, page 657 of the Deed Records of Kendall County, Texas, for a W.N.W. corner of this tract of land;

THENCE with fence along the boundary of that certain tract described of record in Volume 86, page 657 of said Deed Records, and along the boundary of said 234.6 acre tract as follows:

S. 81 deg. 44 min. 14 sec. E. 609.22 feet to a 7 inch dia. pine post;  
N. 5 deg. 12 min. 23 sec. E. 736.69 feet to an 18 inch dia. L.O. tree in fence along the north line of the Manuel Flores Survey, in a south line of said 7001.40 acre tract, for the N.N.W. corner of this tract of land;

THENCE with the north line of the Manuel Flores Survey and with the north line of said 234.6 acre tract, S. 72 deg. 25 min. 29 sec. E. 2428.37 feet to the place of beginning.

STATE OF TEXAS  
COUNTY OF BLANCO

I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Blanco County, Texas on

JUL 02 2015



*Aurora Yalla*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

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**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.**

**MINERAL DEED**  
**(Blanco and Kendall Counties)**

Filed this 20 day of July 20 15  
11:36 AM

Recitals and Definitions

Laura Walla  
County Clerk, Blanco County, Texas  
By Shelli K. Maty Deputy

A. S&J Williamson Land and Cattle, Ltd. (the "Limited Partnership") is a Texas limited partnership whose sole general partner is S&J Williamson Venture, Inc., (the "General Partner"), a Texas corporation.

B. For all purposes of this Mineral Deed (this "Deed"), unless the context otherwise requires:

1. "Effective Date" shall mean June 1, 2015 at 7:00 a.m.
2. "Lease" means an oil and gas lease (which term shall include an oil, gas and mineral lease).
3. "Minerals" mean oil, gas and other minerals, and any of them in, on, under and produced from all lands (the "Lands") in the State of Texas, including, without limitation, the lands situated in Blanco and Kendall Counties, Texas, described in the attached Exhibits "A", "B" and "C", incorporated herein by this reference.
4. "Mineral Executive Rights" mean the power to make, execute and deliver all leases, modifications, amendments, extensions of leases, pooling and communitization and other agreements covering the Minerals in, on, under and produced from the Lands described in the attached Exhibits "A", "B" and "C".
5. "Mineral Interests" mean all of the right, title and interest of the Limited Partnership immediately prior to the Effective Date in and to any fee simple estate, term estate, royalty interest, royalty and reversionary interest, Lease, overriding royalty interest or production payment interest, covering or in and to the Minerals; together with the right of Ingress and egress at all times for the purpose of mining, drilling and exploring the Lands for the Minerals and removing the Minerals from the Lands; together with a like undivided interest in and to any personal property, equipment, permits, licenses, easements, contracts, insofar as assignable, and appurtenances used or obtained in connection with, or pertaining to, any Lease or any unit in which the same, or any part thereof is pooled or unitized, or the production, treating and marketing of oil, gas or other minerals from such Lease or unit, and by reason of the inclusion of such Lease, royalty interest, royalty and reversionary interest, overriding royalty interest or production payment interest, as the case may be, in such unit; provided, however, that the term "Mineral Interests" shall never include: (i) any term estate insofar as such term has now expired, (ii) any Lease or overriding royalty interest or production payment interest created out of such Lease if such Lease has expired

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by its own terms, been released by its record owner or terminated by final judgment of a court of competent jurisdiction, or (iii) the Mineral Executive Rights.

C. The General Partner and the limited partners of the Limited Partnership (collectively, the "Partners") have agreed to dissolve the Limited Partnership and to wind up and terminate the operations of the partnership and to distribute the assets of the partnership to its Partners.

D. The Limited Partnership (hereafter referred to as "Grantor") executes this Mineral Deed to transfer and assign the Mineral Interests to Berton L. Williamson, as his separate property, and Joe Howard Williamson, as his separate property ("Grantees") in equal undivided interests. The mailing address of Berton L. Williamson is P.O. Box 579, Iowa Park, Texas 76367; the mailing address of Joe Howard Williamson is P.O. Box 9305, Wichita Falls, Texas 76308.

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That, in consideration of \$10 and the dissolution and winding up of Grantor and the resulting distribution of the assets of Grantor to its Partners, and subject to the matters hereinafter stated, Grantor has **GRANTED, TRANSFERRED, CONVEYED, and ASSIGNED**, and by these presents does **GRANT, TRANSFER, CONVEY, and ASSIGN**, the Mineral Interests to Grantees in equal undivided interests, as the separate property of each of Grantees.

This Deed is made SUBJECT TO:

(a) That certain Special Warranty Deed dated May 15, 2014, recorded in Volume 491 at Pages 890 *et seq.* of the Official Public Records of Blanco County, Texas, and in Volume 1416 at Pages 576 *et seq.* of the Official Public Records of Kendall County, Texas, executed by Grantor conveying the surface estate of, a part of the Minerals in, and Grantor's right, title and interest in the Mineral Executive Rights in, the Lands described in the attached Exhibit "A" to Mirador Properties, L.L.C.;

(b) That certain Special Warranty Deed dated February 26, 2015, recorded in Volume 504 at Pages 488 *et seq.* of the Official Public Records of Blanco County, Texas, and in Volume 1455 at Pages 788 *et seq.* of the Official Public Records of Kendall County, Texas, executed by Grantor conveying the surface estate of, a part of the Minerals in, and Grantor's right, title and interest in the Mineral Executive Rights in, the Lands described in the attached Exhibit "B" to Hart Blanco Co. Property Limited Partnership;

(c) That certain Special Warranty Deed effective November 3, 2014, recorded in Volume 1439 at Pages 1137 *et seq.* of the Official Public Records of Kendall County, Texas, executed by Grantor conveying the surface estate of, a part of the Minerals in, and Grantor's right, title and interest in the Mineral Executive Rights in, the Lands described in the attached Exhibit "C" to HLAM, LTD.; and

(d) With respect to any particular Mineral Interest (i) all valid, subsisting and duly recorded matters in the chain of title of Grantor to such Mineral Interest in addition to the deeds described in (a) through (c) above; (ii) the terms and provisions of any valid, subsisting and duly recorded Lease covering or comprising all or any part of such Mineral Interest; and (iii) any valid, subsisting and duly recorded pooling or unitization of all or any part of any Lease, overriding royalty interest, production payment interest, royalty interest or royalty and reversionary interest, as the case may be, which comprises all or any part of such Mineral Interest.

MINERAL DEED  
S&J Williamson Land and Cattle, Ltd.

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Doc # 00294124  
Vol 1476 Pg 186

**TO HAVE AND TO HOLD** the Mineral Interests, subject to the matters aforesaid, unto Grantees and their respective assigns and other successors in title. Anything herein to the contrary notwithstanding, the conveyance herein of the Mineral Interests to Grantees is executed without warranty of title, express or implied.

WITH RESPECT TO ALL TANGIBLE PERSONAL PROPERTY AND EQUIPMENT CONSTITUTING A PART OF THE MINERAL INTERESTS HEREIN CONVEYED, SUCH PROPERTY AND EQUIPMENT IS HEREBY ASSIGNED BY GRANTOR TO GRANTEEES, AS IS, WHERE IS AND WITH ALL FAULTS, AND GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED PERTAINING TO THE CONDITION OR THE UTILITY OF SUCH TANGIBLE PERSONAL PROPERTY AND EQUIPMENT.

This Deed may be executed in multiple counterparts, each of which will constitute an original and all of which, when considered together, will constitute a single original. The terms and provisions of all such counterparts are identical, except to facilitate the recording of this Deed in the various counties in which the Mineral Interests are situated, the term "Minerals" defined in Recital B.3. of this Deed contains only the legal descriptions of Lands situated in the particular Texas county in whose land records this counterpart is recorded.

*[Signature page to follow]*

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MINERAL DEED  
S&J Williamson Land and Cattle, Ltd.

**EXECUTED** on the date of Grantor's acknowledgment hereto, but **EFFECTIVE** from and after the Effective Date.

**GRANTOR:**

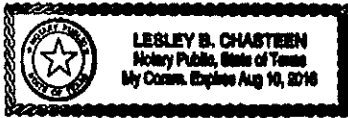
**S&J WILLIAMSON LAND AND CATTLE, LTD.,** a Texas limited partnership

By Berton L. Williamson  
Berton L. Williamson, President of  
S&J Williamson Venture, Inc.,  
General Partner

THE STATE OF TEXAS §  
  §  
COUNTY OF WICHITA §

This instrument was acknowledged before me on June 26, 2015 by Berton L. Williamson, President of S&J Williamson Venture, Inc., General Partner of S&J Williamson Land and Cattle, Ltd., a Texas limited partnership, on behalf of said limited partnership.

NOTARY PUBLIC'S SEAL



Lesley B. Chasteen  
Notary Public for  
the State of Texas

**AFTER RECORDING RETURN TO:**

Richard K. Bowersock  
Sherrill, Crosnoe & Goff  
P.O. Drawer 97511  
Wichita Falls, Texas 76307-7511

Doc # 00294124  
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U:\a\ARKB\S&J Williamson Land & Cattle, Ltd\Distribution of Assets\Mineral Deed (Blanco and Kendall).wpd

MINERAL DEED  
S&J Williamson Land and Cattle, Ltd.

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EXHIBIT "A"

**LEGAL DESCRIPTION: BEING A 326.653 ACRE TRACT OF LAND,**

APPROXIMATELY 9.67 ACRES LYING IN AND BEING SITUATED OUT OF THE C. SCHAMHORST SURVEY 92, ABSTRACT NO. 1366; 197.82 ACRES LYING IN AND BEING SITUATED OUT OF THE C.C.S.D. & R.G.N.G. RR. CO. SURVEY 91, ABSTRACT NO. 677; 60.67 ACRES LYING IN AND BEING SITUATED OUT OF THE G.B. & C.N.G. RR. CO. SURVEY 45, ABSTRACT NO. 1613; AND APPROXIMATELY 32.92 ACRES LYING IN AND BEING SITUATED OUT OF THE W. HUGHES SURVEY 43, ABSTRACT NO. 281, ALL IN BLANCO COUNTY, TEXAS AND APPROXIMATELY 35.56 ACRES LYING IN AND BEING SITUATED OUT OF THE G.B. & C.N.G. RR. CO. SURVEY 45, ABSTRACT NO. 572 IN KENDALL COUNTY, TEXAS

AND BEING A PORTION OF THAT CERTAIN 1541.2 ACRE TRACT OF LAND CONVEYED TO S & J WILLIAMSON LAND & CATTLE, LTD. BY DEED RECORDED IN VOLUME 242, PAGE 183 DEED RECORDS, BLANCO COUNTY, TEXAS AND VOLUME 685, PAGE 507 OFFICIAL RECORDS, KENDALL COUNTY, TEXAS, SAID 326.653 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON, REGISTERED PROFESSIONAL LAND SURVEYOR IN APRIL, 2014:

**BEGINNING** at a fence post found for the northeast corner hereof and an ell corner of said 1541.2 acre tract and the northwest corner of that certain 320 acre tract of land conveyed to Zella F. Miller by deed recorded in Volume 69, Page 850 deed records, Blanco County, Texas;

**THENCE** along the easterly line hereof and said 1541.2 acre tract, common with said Miller 320 acre tract the following six (6) calls:

1. S 16°05'54" W a distance of 5613.98 feet to a fence corner post found;
2. S 07°00'32" E a distance of 868.13 feet to a 8" cedar fence post found for angle point;
3. S 27°12'08" E a distance of 1616.45 feet to a "T" post found for angle point;
4. S 53°15'20" E a distance of 82.33 feet to a 16" pecan tree found for angle point;
5. S 64°27'17" E a distance of 59.83 feet to a fence corner post found;
6. S 03°20'07" E a distance of 427.84 feet to a "T" post found for a southeasterly corner hereof;

THENCE N 70°34'36" W a distance of 1585.58 feet to a fence corner post found on the approximate common line of the W. Hughes Survey and S.G. Edwards Survey, Abstract 158 and the east line of that certain 180.70 acre tract of land conveyed to Charlotte Marie Grobe and Elaine Terese Isaminger by deed recorded in Volume 660, Page 70 official records, Kendall County, Texas for the northwesterly corner of that certain 112.6 acre tract of land described in partition deed to Lillian Weber and Lisa Webber Nance recorded in Volume 598, Page 643 official records, Kendall County, Texas;

THENCE N 19°14'16" E a distance of 312.03 feet along said line to a 4" steel fence corner post found for the northeast corner of said Grobe and Isaminger 180.70 acre tract and S.G. Edwards Survey;

THENCE N 70°15'01" W a distance of 2374.97 feet to a cedar fence corner post found for the northwest corner of said Grobe and Isaminger 180.70 acre tract and S.G. Edwards Survey;

THENCE S 17°27'56" W a distance of 1006.47 feet along the west line of said Grobe and Isaminger 180.70 acre tract and S.G. Edwards Survey to an iron rod set for corner;

THENCE N 72°31'51" W a distance of 101.44 feet to an iron rod set in the approximate center of Maenius Road (asphalt) for the southwesterly corner hereof;

THENCE crossing said 1541.2 acre tract, with the approximate centerline of Maenius Road the following forty (40) calls:

1. a distance of 77.14 feet along the arc of a curve to the left having a radius of 707.68 feet and a chord bearing N 05°56'48" E a distance of 77.10 feet to an endpoint;
2. N 02°50'23" E a distance of 374.81 feet to the beginning of a curve to the right;
3. a distance of 201.74 feet along the arc of said curve to the right having a radius of 1699.48 feet and a chord bearing N 05°42'48" E a distance of 201.62 feet to an endpoint;
4. N 08°44'29" E a distance of 448.50 feet to an angle point;
5. N 08°37'57" E a distance of 644.90 feet to the beginning of a curve to the right;
6. a distance of 223.16 feet along the arc of said curve to the right having a radius of 698.33 feet and a chord bearing N 17°49'41" E a distance of 222.21 feet to an endpoint;
7. N 26°37'56" E a distance of 120.51 feet to an angle point;
8. N 26°48'27" E a distance of 111.24 feet to beginning of a curve to the left;
9. a distance of 132.19 feet along the arc of said curve to the left having a radius of 689.96 feet and a chord bearing N 21°37'28" E a distance of 131.99 feet to an endpoint;
10. N 18°39'26" E a distance of 66.03 feet to an angle point;
11. N 21°30'30" E a distance of 230.73 feet to an angle point;
12. N 19°04'12" E a distance of 271.19 feet to the beginning of a curve to the right;

13. a distance of 353.45 feet along the arc of said curve to the right having a radius of 1036.86 feet and a chord bearing N 28°20'18" E a distance of 351.75 feet to an endpoint;
14. N 41°21'09" E a distance of 105.73 feet to an angle point;
15. N 44°29'54" E a distance of 112.66 feet to the beginning of a curve to the right;
16. a distance of 201.30 feet along the arc of said curve to the right having a radius of 1018.89 feet and a chord bearing N 50°22'16" E a distance of 200.97 feet to an endpoint;
17. N 55°48'34" E a distance of 50.39 feet to an angle point;
18. N 55°10'20" E a distance of 87.85 feet to the beginning of a curve to the left;
19. a distance of 141.51 feet along the arc of said curve to the left having a radius of 403.97 feet and a chord bearing N 45°21'00" E a distance of 140.79 feet to an endpoint;
20. N 35°18'41" E a distance of 44.76 feet to an angle point;
21. N 34°45'24" E a distance of 317.15 feet to the beginning of a curve to the left;
22. a distance of 183.50 feet along the arc of said curve to the left having a radius of 366.11 feet and a chord bearing N 22°38'33" E a distance of 181.58 feet to an endpoint;
23. N 14°16'31" E a distance of 112.72 feet to an angle point;
24. N 18°34'23" E a distance of 80.80 feet to the beginning of a curve to the left;
25. a distance of 164.64 feet along the arc of said curve to the left having a radius of 506.91 feet and a chord bearing N 10°21'50" E a distance of 163.91 feet to an endpoint;
26. N 01°13'24" E a distance of 122.20 feet to the beginning of a curve to the right;
27. a distance of 205.91 feet along the arc of said curve to the right having a radius of 2398.17 feet and a chord bearing N 04°25'56" E a distance of 205.85 feet to an endpoint;
28. N 06°59'23" E a distance of 130.50 feet to the beginning of a curve to the right;
29. a distance of 219.76 feet along the arc of said curve to the right having a radius of 841.12 feet and a chord bearing N 13°18'22" E a distance of 219.14 feet to an endpoint;
30. N 19°36'20" E a distance of 96.86 feet to the beginning of a curve to the left;
31. a distance of 256.70 feet along the arc of said curve to the left having a radius of 1153.57 feet and a chord bearing N 12°31'29" E a distance of 256.17 feet to an endpoint;
32. N 06°24'13" E a distance of 129.98 feet to the beginning of a curve to the right;
33. a distance of 195.22 feet along the arc of said curve to the right having a radius of 565.10 feet and a chord bearing N 16°18'10" E a distance of 194.25 feet to an endpoint;
34. N 22°00'44" E a distance of 165.57 feet to the beginning of a curve to the left;
35. a distance of 285.10 feet along the arc of said curve to the left having a radius of 680.86 feet and a chord bearing N 08°10'34" E a distance of 282.25 feet to an endpoint;
36. N 10°53'41" W a distance of 137.27 feet to an angle point;
37. N 14°49'46" W a distance of 90.86 feet to an angle point;
38. N 16°55'25" W a distance of 163.91 feet to an angle point;
39. N 18°58'24" W a distance of 264.31 feet to an angle point;

40. N 22°32'43" W a distance of 236.03 feet to an iron rod set for the northwest corner hereof;

THENCE continuing across said 1541.2 acre tract and along a fence line for the northerly line hereof the following seven (7) calls:

1. N 71°16'50" E a distance of 82.22 feet to a fence post found for angle point;
  2. S 83°39'30" E a distance of 183.20 feet to a 4" steel fence post found for angle point;
  3. N 80°23'22" E a distance of 197.34 feet to a 4" steel fence post found for angle point;
  4. N 77°46'09" E a distance of 272.53 feet to a 4" steel fence post found for angle point;
  5. N 74°20'50" E a distance of 305.99 feet to a fence post found for angle point;
  6. N 74°25'00" E a distance of 549.66 feet to a 3" steel gate post found for angle point;
  7. S 69°29'00" E a distance of 704.00 feet
- to the POINT OF BEGINNING, containing 326.853 acres of land, more or less.



**EXHIBIT "B"**

**LEGAL DESCRIPTION: BEING APPROXIMATELY:**

214.299 ACRES LYING IN AND BEING SITUATED OUT OF THE  
C.C.S.D. & R.G.N.G. RR. CO. SURVEY 119, ABSTRACT NO. 886;

124.472 ACRES LYING IN AND BEING SITUATED OUT OF THE  
G.W. SIMPSON SURVEY 8, ABSTRACT NO. 879;

AND APPROXIMATELY 6.746 ACRES LYING IN AND BEING  
SITUATED OUT OF THE G.B. & C.N.G. RR. CO. SURVEY 45,  
ABSTRACT NO. 572

**ALL IN KENDALL COUNTY, TEXAS AND**

111.327 ACRES LYING IN AND BEING SITUATED OUT OF THE  
C.C.S.D. & R.G.N.G. RR. CO. SURVEY 119, ABSTRACT NO. 1566;

168.128 ACRES LYING IN AND BEING SITUATED OUT OF THE  
C.C.S.D. & R.G.N.G. RR. CO. SURVEY 91, ABSTRACT NO. 677;

13.486 ACRES LYING IN AND BEING SITUATED OUT OF THE  
G.W. SIMPSON SURVEY 6, ABSTRACT NO. 589;

AND APPROXIMATELY 1.810 ACRES LYING IN AND BEING  
SITUATED OUT OF THE G.B. & C.N.G. RR. CO. SURVEY 45,  
ABSTRACT NO. 1613

**ALL IN BLANCO COUNTY, TEXAS**

AND BEING A PORTION OF THAT CERTAIN 1541.2 ACRE TRACT OF  
LAND AND ALL OF THAT CERTAIN 238.6 ACRE TRACT OF LAND  
CONVEYED TO S & J WILLIAMSON LAND & CATTLE, LTD. BY DEED  
RECORDED IN VOLUME 242, PAGE 189 DEED RECORDS, BLANCO  
COUNTY, TEXAS AND VOLUME 885, PAGE 507 OFFICIAL PUBLIC  
RECORDS, KENDALL COUNTY, TEXAS, SAID 636.011 ACRE TRACT  
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS  
SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON,  
REGISTERED PROFESSIONAL LAND SURVEYOR IN FEBRUARY, 2015:

BEGINNING at an iron rod with plastic cap set in the approximate center  
of Maenius Road and in the westerly line of that certain 326.663 acre  
tract of land conveyed to Mirador Properties, LLC by deed recorded in  
Volume 1416, Page 676 Official Public Records, Kendall County, Texas  
and Volume 491, Page 890 Deed Records, Blanco County, Texas for the  
southeasterly corner hereof and northeasterly corner of that certain  
320.043 acre tract of land conveyed to HLAM, Ltd. by deed recorded in  
Volume 1439, Page 1137 Official Public Records, Kendall County, Texas;

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THENCE along the north line of said HLAM, Ltd. 320.043 acre tract and the center line of a 25' Ingress-egress easement of record in Volume 1253, Page 585 and Volume 1439, Page 1137 of said official public records, Kendall County, Texas the following twenty-six (26) calls:

1. N 88°09'48" W a distance of 119.71 feet to the beginning of a curve to the left;
2. a distance of 118.18 feet along the arc of said curve to the left having a radius of 800.00 feet and a chord bearing N 79°28'37" W a distance of 117.37 feet to an endpoint;
3. S 89°16'33" W a distance of 246.15 feet to the beginning of a curve to the right;
4. a distance of 89.93 feet along the arc of said curve to the right having a radius of 300.01 feet and a chord bearing N 84°02'48" W a distance of 89.77 feet to an endpoint;
6. N 76°51'10" W a distance of 165.81 feet to the beginning of a curve to the left;
6. a distance of 41.82 feet along the arc of said curve to the left having a radius of 300.02 feet and a chord bearing N 80°49'38" W a distance of 41.58 feet to an endpoint;
7. N 84°48'05" W a distance of 165.88 feet to the beginning of a curve to the right;
8. a distance of 49.39 feet along the arc of said curve to the right having a radius of 299.99 feet and a chord bearing N 80°05'07" W a distance of 49.33 feet to an endpoint;
9. N 76°22'09" W a distance of 180.28 feet to the beginning of a curve to the right;
10. a distance of 46.38 feet along the arc of said curve to the right having a radius of 100.01 feet and a chord bearing N 62°06'19" W a distance of 46.85 feet to an endpoint;
11. N 48°48'30" W a distance of 832.62 feet to the beginning of a curve to the right;
12. a distance of 19.85 feet along the arc of said curve to the right having a radius of 100.02 feet and a chord bearing N 43°07'19" W a distance of 19.82 feet to an endpoint;
13. N 37°26'09" W a distance of 286.00 feet to the beginning of a curve to the left;
14. a distance of 143.21 feet along the arc of said curve to the left having a radius of 175.00 feet and a chord bearing N 60°52'49" W a distance of 139.25 feet to an endpoint;
16. N 84°19'30" W a distance of 317.15 feet;
16. S 89°27'12" W a distance of 276.38 feet;
17. N 80°59'49" W a distance of 208.18 feet;
18. S 84°34'39" W a distance of 411.38 feet;
19. N 88°36'30" W a distance of 370.97 feet to the beginning of a curve to the right;
20. a distance of 474.14 feet along the arc of said curve to the right having a radius of 433.64 feet and a chord bearing N 57°17'06" W a distance of 450.87 feet to an endpoint;
21. N 25°15'00" W a distance of 203.55 feet;
22. N 37°58'11" W a distance of 276.98 feet;
23. N 45°38'48" W a distance of 110.58 feet;
24. N 49°21'37" W a distance of 214.22 feet;
26. N 36°56'12" W a distance of 127.98 feet;

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26. N 52°53'58" W a distance of 57.08 feet to a point on the easterly line of that certain 216.21 acre tract of land conveyed to Tommy Pawley and Laura Pawley by deed recorded in Volume 1263, Page 584 of said official public records, Kendall County, Texas for the southwest corner hereof and northwest corner of said HLAM, Ltd. 320.043 acre tract;

THENCE with the east line of said Pawley 216.21 acre tract the following nine (9) calls:

1. N 38°48'64" E a distance of 203.84 feet to a 4" steel fence post found for corner;
2. N 48°09'57" W a distance of 585.29 feet to an 8" cedar fence post found for angle point;
3. N 02°22'41" W a distance of 381.54 feet to an 8" cedar fence post found for angle point;
4. N 03°49'28" W a distance of 44.38 feet to a 4" steel fence post found for angle point;
5. N 14°29'28" E a distance of 905.77 feet to an 8" cedar fence post found for angle point;
6. N 31°50'33" E a distance of 1316.45 feet to an 8" cedar fence post found for angle point;
7. N 21°04'18" E a distance of 274.13 feet to a 24" live oak tree found for angle point;
8. N 21°24'07" E a distance of 72.25 feet to a 22" live oak tree found for angle point;
9. N 05°56'53" E a distance of 173.18 feet to a fence corner post in game fence on the southerly line of that certain 240 acre tract of land conveyed to Meta Marie Moellendorf Dolgner by deed recorded in Volume 112, Page 570 deed records, Kendall County, Texas for the northwesterly corner hereof and northeasterly corner of said Pawley 216.21 acre tract;

THENCE with a game fence and the southerly line of said Dolgner 240 acre tract and that certain 1108.54 acre tract of land conveyed to James Moellendorf by deed recorded in Volume 78, Page 432 deed records, Kendall County, Texas and Volume 86, Page 554 deed records, Blanco County, Texas the following six (6) calls:

1. N 85°44'53" E a distance of 1825.56 feet to a 2" steel fence post found for angle point;
2. N 85°31'41" E a distance of 410.35 feet to a 2" steel fence post found for angle point;
3. N 82°38'02" E a distance of 725.35 feet to a 2" steel fence post found for angle point;
4. N 71°45'26" E a distance of 177.52 feet to a 3" steel fence post found for angle point;
5. S 78°40'00" E a distance of 632.78 feet to a 3" steel fence post found for angle point;
6. N 80°31'19" E a distance of 1880.33 feet to a point in the approximate center of Maenius Road and west line of the aforesaid Mirador Properties 326.653 acre tract of land for the northeasterly corner hereof;

THENCE with said line and Maenius Road the following thirty-seven (37) calls:

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1. S 22°32'43" E a distance of 76.21 feet;
2. S 18°58'24" E a distance of 284.31 feet;
3. S 16°55'25" E a distance of 183.91 feet;
4. S 14°49'46" E a distance of 90.86 feet;
5. S 10°53'41" E a distance of 137.27 feet to the beginning of a curve to the right;
6. a distance of 285.10 feet along the arc of said curve to the right having a radius of 880.86 feet and a chord bearing S 08°10'34" W a distance of 282.25 feet to an endpoint;
7. S 22°00'44" W a distance of 186.57 feet to the beginning of a curve to the left;
8. a distance of 195.22 feet along the arc of said curve to the left having a radius of 586.10 feet and a chord bearing S 15°18'10" W a distance of 194.25 feet to an endpoint;
9. S 06°24'13" W a distance of 129.98 feet to the beginning of a curve to the right;
10. a distance of 256.70 feet along the arc of said curve to the right having a radius of 1153.57 feet and a chord bearing S 12°31'29" W a distance of 256.17 feet to an endpoint;
11. S 19°36'20" W a distance of 98.86 feet to the beginning of a curve to the left;
12. a distance of 219.76 feet along the arc of said curve to the left having a radius of 841.12 feet and a chord bearing S 19°18'22" W a distance of 219.14 feet to an endpoint;
13. S 08°59'23" W a distance of 130.50 feet to the beginning of a curve to the left;
14. a distance of 205.81 feet along the arc of said curve to the left having a radius of 2398.17 feet and a chord bearing S 04°25'58" W a distance of 205.85 feet to an endpoint;
15. S 01°13'24" W a distance of 122.20 feet to the beginning of a curve to the right;
16. a distance of 164.84 feet along the arc of said curve to the right having a radius of 606.91 feet and a chord bearing S 10°21'50" W a distance of 163.91 feet to an endpoint;
17. S 18°34'23" W a distance of 80.80 feet;
18. S 14°16'31" W a distance of 112.72 feet to the beginning of a curve to the right;
19. a distance of 183.50 feet along the arc of said curve to the right having a radius of 366.11 feet and a chord bearing S 22°38'33" W a distance of 181.58 feet to an endpoint;
20. S 34°45'24" W a distance of 317.15 feet;
21. S 35°18'41" W a distance of 44.75 feet to the beginning of a curve to the right;
22. a distance of 141.51 feet along the arc of said curve to the right having a radius of 403.97 feet and a chord bearing S 45°21'00" W a distance of 140.79 feet to an endpoint;
23. S 55°10'20" W a distance of 87.85 feet;
24. S 55°48'34" W a distance of 50.38 feet to the beginning of a curve to the left;
25. a distance of 201.30 feet along the arc of said curve to the left having a radius of 1018.89 feet and a chord bearing S 50°22'16" W a distance of 200.87 feet to an endpoint;
26. S 44°29'54" W a distance of 112.85 feet;
27. S 41°21'09" W a distance of 105.73 feet to the beginning of a curve to the left;

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28. a distance of 353.48 feet along the arc of said curve to the left having a radius of 1036.86 feet and a chord bearing S 28°20'18" W a distance of 351.75 feet to an endpoint;
29. S 19°04'12" W a distance of 271.19 feet;
30. S 21°30'30" W a distance of 230.73 feet;
31. S 18°39'26" W a distance of 66.03 feet to the beginning of a curve to the right;
32. a distance of 132.19 feet along the arc of said curve to the right having a radius of 689.96 feet and a chord bearing S 21°37'26" W a distance of 131.99 feet to an endpoint;
33. S 26°48'27" W a distance of 111.24 feet;
34. S 26°37'56" W a distance of 120.51 feet to the beginning of a curve to the left;..
35. a distance of 228.18 feet along the arc of said curve to the left having a radius of 698.33 feet and a chord bearing S 17°49'41" W a distance of 222.21 feet to an endpoint;
36. S 08°37'57" W a distance of 544.90 feet;
37. S 08°44'29" W a distance of 288.62 feet to the POINT OF BEGINNING, containing 635.011 acres of land, more or less.

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**EXHIBIT "C"**

**LEGAL DESCRIPTION: BEING APPROXIMATELY:**

233.555 ACRES LYING IN AND BEING SITUATED OUT OF THE  
MANUEL FLORES SURVEY 46, ABSTRACT NO. 176;

26.850 ACRES LYING IN AND BEING SITUATED OUT OF THE  
C.C.S.D. & R.G.N.G. RR. CO. SURVEY 119, ABSTRACT NO. 635;

32.832 ACRES LYING IN AND BEING SITUATED OUT OF THE G.W.  
SIMPSON SURVEY 6, ABSTRACT NO. 979;

AND APPROXIMATELY 26.806 ACRES LYING IN AND BEING  
SITUATED OUT OF THE G.B. & C.N.G. RR. CO. SURVEY 46,  
ABSTRACT NO. 572

ALL IN KENDALL COUNTY, TEXAS

BEING A PORTION OF THAT CERTAIN 1541.2 ACRE TRACT OF  
LAND AND ALL OF THAT CERTAIN 233.6 ACRE TRACT OF LAND  
CONVEYED TO S & J WILLIAMSON LAND & CATTLE, LTD. BY  
DEED RECORDED IN VOLUME 242, PAGE 183 DEED RECORDS,  
BLANCO COUNTY, TEXAS AND VOLUME 685, PAGE 507 OFFICIAL  
PUBLIC RECORDS, KENDALL COUNTY, TEXAS, SAID 320.043  
ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF  
JAMES E. GARON, REGISTERED PROFESSIONAL LAND  
SURVEYOR IN OCTOBER, 2014:

**BEGINNING** at a point on the curving northerly right-of-way line of  
R.M. 1888 for the southeasterly corner hereof and a corner of said  
1541.2 acre tract and the southwest corner of that certain 180.70  
acre tract of land conveyed to Charlotte Marle Grobe and Elaine  
Terese Isaminger by deed recorded in Volume 660, Page 70 official  
records, Kendall County, Texas from which a 1/2" iron rod found  
bears S 14°55'14" W a distance of 1.82 feet;

**THENCE** along said curving right-of-way line, a distance of 580.23  
feet along the arc of said curve to the left having a radius of  
1196.06 feet and a chord bearing S 73°45'52" W a distance of  
574.55 feet to a concrete right-of-way monument found for endpoint  
of curve and S 59°52'01" W a distance of 425.40 feet to a point for  
the easterly corner of that certain 8 acre tract of land conveyed to  
Bonnie Sue Kuebel by deed recorded in Volume 301, Page 944 of  
said official public records from which a 1/2" iron rod found bears S  
30°05'27" E a distance of 0.79 feet;

THENCE N 30°05'27" W a distance of 854.96 feet to a 1/2" Iron rod found for the northerly corner of said Kuebel 8 acre tract;

THENCE S 59°49'31" W a distance of 407.95 feet to an old fence corner post found for the westerly corner of said Kuebel 8 acre tract;

THENCE S 30°04'03" E a distance of 854.86 feet to an 8" fence corner post found on the northwesterly right-of-way line of R.M. 1888 for the southerly corner of said Kuebel 8 acre tract;

THENCE S 59°52'01" W a distance of 406.43 feet along said right-of-way line to a point for the easterly corner of that certain 16 acre tract of land conveyed to Jeffery W. Swelrc et al and as described by deed recorded in Volume 85, Page 188 of said official public records from which a 4" fence corner post bears S 30°05'39" E a distance of 0.79 feet;

THENCE N 30°05'39" W a distance of 854.55 feet to an old fence corner post found for the northerly corner of said 16 acre tract;

THENCE S 59°49'32" W a distance of 857.99 feet to a 3" fence corner post found for the westerly corner of said 16 acre tract and an 8 acre tract as described by deed recorded in Volume 86, Page 273 of said official records;

THENCE S 30°12'48" E, passing a 6" steel fence post at a distance of 673.06 feet and continuing for a total distance of 675.95 feet to a point on the curving northerly right-of-way line of R.M. 1888 for the southerly corner of said 16 acre tract;

THENCE along said right-of-way line, a distance of 296.85 feet along the arc of said curving line to the right having a radius of 1095.91 feet and a chord bearing N 79°15'35" W a distance of 295.94 feet to a concrete right-of-way monument found for endpoint of curve and N 71°29'59" W a distance of 843.94 feet to a point for the southwesterly corner of said 233.6 acre tract from which a fence corner post found bears N 14°02'05" E a distance of 0.96 feet;

THENCE with the west line of said 233.6 acre tract the following six (6) calls:

1. N 14°02'05" E a distance of 83.36 feet, along the east line of a 20' roadway tract described in Volume 81, Page 7 of said official public records, to a fence post found for angle point;
2. N 17°22'13" E a distance of 1532.22 feet continuing along said east line to a 4" steel fence post found for angle point;

3. N 09°57'03" W a distance of 211.52 feet to a 6" wood fence post found and in the east line of a 100 acre tract of land conveyed to Jeffery W. Swelrc et al by deed recorded in Volume 383, Page 82 of said official public records;
4. N 17°52'28" E a distance of 1850.77 feet to a 4" steel fence post found for the southwesterly corner of a tract of land described in Volume 86, Page 657 of said official public records;
5. S 82°12'50" E a distance of 608.04 feet to a 4" steel fence post found for the southeast corner of said tract;
6. N 04°54'13" E a distance of 736.17 feet to a 90D nail set in a 24" live oak tree and fence corner in a southerly line of said 1541.2 acre tract for the northwest corner of said 233.6 acre tract of land;

THENCE with said line and north line of said Swelrc 100 acre tract, N 72°41'21" W a distance of 692.97 feet to a 6" wood fence corner post found for angle point and N 72°52'00" W a distance of 1275.13 feet to a fence corner post found for angle point and the common corner of said Swelrc et al 100 acre tract and that certain 202.3 acre tract of land conveyed to Campbell Family Investments, LLC by deed recorded in Volume 1225, Page 268 of said official public records;

THENCE N 72°34'14" W a distance of 711.69 feet continuing along said line and north line of said Campbell Family Investments, LLC 202.3 acre tract to a 1/2" iron rod with cap found for the southeasterly corner of that certain 216.21 acre tract of land conveyed to Tommy Pawley and Laura Pawley by deed recorded in Volume 1253, Page 584 of said official records;

THENCE with the east line of said Pawley 216.21 acre tract and west line hereof and said 1541.2 acre tract as established by boundary line agreement recorded in Volume 1253, Page 574 of said official records, N 21°49'30" E a distance of 322.29 feet to a 8" cedar fence post found for angle point and N 38°49'36" E a distance of 715.89 feet to a point in the approximate center of a gravel road for the endpoint of a 25' ingress-egress easement of record in Volume 1253, Page 565 of said official public records;

THENCE with the centerline of said 25' ingress-egress easement and approximate center of said gravel road the following twenty-six (26) calls:

1. S 52°53'58" E a distance of 57.12 feet to an angle point;
2. S 36°56'12" E a distance of 127.98 feet to an angle point;
3. S 49°21'37" E a distance of 214.22 feet to an angle point;
4. S 45°38'48" E a distance of 110.58 feet to an angle point;
5. S 37°58'11" E a distance of 276.98 feet to an angle point;



6. S 25°15'00" E a distance of 203.55 feet to the beginning of a curve to the left;
7. a distance of 475.25 feet along the arc of said curve to the left having a radius of 425.00 feet and a chord bearing S 57°17'06" E a distance of 450.87 feet to an endpoint;
8. S 88°29'44" E a distance of 358.91 feet to an angle point;
9. N 84°40'35" E a distance of 423.44 feet to an angle point;
10. S 80°59'49" E a distance of 208.16 feet to an angle point;
11. N 89°27'12" E a distance of 276.38 feet to an angle point;
12. S 84°19'30" E a distance of 317.15 feet to the beginning of a curve to the right;
13. a distance of 143.21 feet along the arc of said curve to the right having a radius of 175.00 feet and a chord bearing S 60°52'49" E a distance of 139.25 feet to an endpoint;
14. S 37°26'09" E a distance of 286.00 feet to the beginning of a curve to the left;
15. a distance of 19.85 feet along the arc of said curve to the left having a radius of 100.00 feet and a chord bearing S 43°07'19" E a distance of 19.82 feet to an endpoint;
16. S 48°48'30" E a distance of 632.82 feet to the beginning of a curve to the left;
17. a distance of 46.36 feet along the arc of said curve to the left having a radius of 100.00 feet and a chord bearing S 62°05'19" E a distance of 45.95 feet to an endpoint;
18. S 75°22'09" E a distance of 180.26 feet to the beginning of a curve to the left;
19. a distance of 49.39 feet along the arc of said curve to the left having a radius of 300.00 feet and a chord bearing S 80°05'07" E a distance of 49.33 feet to an endpoint;
20. S 84°48'05" E a distance of 165.99 feet to the beginning of a curve to the right;
21. a distance of 41.62 feet along the arc of said curve to the right having a radius of 300.00 feet and a chord bearing S 80°49'38" E a distance of 41.59 feet to an endpoint;
22. S 76°51'10" E a distance of 165.91 feet to the beginning of a curve to the left;
23. a distance of 69.93 feet along the arc of said curve to the left having a radius of 300.00 feet and a chord bearing S 84°02'48" E a distance of 69.77 feet to an endpoint;
24. N 89°16'33" E a distance of 246.15 feet to the beginning of a curve to the right;
25. a distance of 118.13 feet along the arc of said curve to the right having a radius of 300.00 feet and a chord bearing S 79°26'37" E a distance of 117.37 feet to an endpoint;
26. S 68°09'46" E a distance of 119.71 feet to an iron rod with cap set in the approximate center of Maenius Road and in the west line of that certain 326.653 acre tract of land conveyed to Mirador Properties, LLC by deed recorded in Volume 1416, Page 576 of said official public records for the northeasterly corner hereof;

THENCE with said west line and centerline of Maenius Road the following four (4) calls:

1. S 08°44'29" W a distance of 159.88 feet to the beginning of a curve to the left;
2. a distance of 201.74 feet along the arc of said curve to the left having a radius of 1699.48 feet and a chord bearing S 05°42'48" W a distance of 201.62 feet to an endpoint;
3. S 02°50'23" W a distance of 374.81 feet to the beginning of a curve to the right;
4. a distance of 77.14 feet along the arc of said curve to the right having a radius of 707.68 feet and a chord bearing S 05°56'48" W a distance of 77.10 feet to a 1/2" iron rod with cap set for corner;

THENCE S 72°31'51" E a distance of 101.44 feet to a 1/2" iron rod with cap set for corner in the west line of the aforesaid Grobe and Isaminger 180.70 acre tract;

THENCE with said west line, S 17°27'59" W a distance of 624.33 feet to a fence post for angle point and S 17°00'50" W a distance of 1758.71 feet to the **POINT OF BEGINNING**, containing 320.043 acres of land, more or less.

Filed & Recorded in:

**KENDALL COUNTY  
DARLENE HERRIN  
COUNTY CLERK**

07/06/2015 11:31AM

Document Number : 00294124  
Total Fees : \$94.00 *pd*

Receipt Number - 57184  
By Deputy: Paula Pfeiffer

This Document has been received by this Office for  
Recording into the Official Public Records.

We do hereby swear that we do not discriminate due to  
Race, Creed, Color, Sex or National Origin.

STATE OF TEXAS, COUNTY OF KENDALL  
I hereby certify that this instrument was filed in File Number  
Sequence on the date and at the time stamped hereon and  
was duly recorded in the OFFICIAL RECORDS Records of  
Kendall County, Texas on

07/06/2015  
DARLENE HERRIN, COUNTY CLERK  
Kendall County, Texas

By:                     *PP*                     Deputy

STATE OF TEXAS  
COUNTY OF BLANCO  
I hereby certify that this instrument was FILED in File Number Sequence on the  
date and the time stamped hereon by me and was duly RECORDED in Official  
Public records of Blanco County, Texas on

JUL 20 2015



*Shirley Wadda*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

194189

11:32 AM  
Laura Walla  
County Clerk, Blanco County, Texas

214-1000

**SPECIAL WARRANTY DEED**

By Laura Walla Deputy

**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.**

Date: December 4, 2019

Grantors: Berton L. Williamson and Joe Howard Williamson, Trustee of the Joe Howard Williamson Non-Exempt Descendants Trust

Grantors Mailing Addresses: Berton L. Williamson, 1851 Bell Road North, Iowa Park, Texas 76367

Joe Howard Williamson Non-Exempt Descendants Trust, P.O. Box 9305, Wichita Falls, Texas 76308

Grantee: Red Oak Mountain, LLC, a Delaware limited liability company

Grantee's Mailing Address: 665 Simonds Road, Williamstown, MA 01267

Consideration: The sum of Three Million, Two Hundred Fifty-one Thousand, Five Hundred Seventy-five and 80/100 Dollars (\$3,251,575.80) cash in hand paid on behalf of Grantee, which sum includes the sum of Two Million, Four Hundred Forty Thousand, Three Hundred Ninety-Five and No/100 Dollars (\$2,440,395.00) paid to Grantors herein by Frost Bank, a Texas State Bank, as evidence of which an authorized governing person or persons on behalf of Grantee have executed and delivered Grantee's one certain promissory note of even date herewith in the principal sum of Two Million, Four Hundred Forty Thousand, Three Hundred Ninety-Five and No/100 Dollars (\$2,440,395.00), payable to the order of Frost Bank as therein provided, which note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Frost Bank and by a first-lien deed of trust of even date from Grantee to Dan J. Guarino, trustee.

Property (including any improvements): Being 492.663 acres of land, more or less, situated in Blanco County, Texas, part of the Chas. Schamhorst Survey No. 92, Abstract No. 1366, Survey No. 91, Abstract No. 677 and Survey No. 96, Abstract No. 1543; said 492.663 acre tract of land is described by metes and bounds on Exhibit "A" (consisting of three pages) which is attached hereto and made a part hereof.

Reservations from Conveyance: The minerals, royalty interests and executive rights referred to in this reservation are those which are related to the Property and which are owned by Grantors prior to the date of this deed. Those interests and rights are hereinafter referred to, respectively as the "Minerals Owned by Grantors", the "Royalty Interests Owned by Grantors" and the "Executive Rights Owned by Grantors." Grantors hereby reserve twenty-five percent (25%) of Minerals Owned by Grantors and the Royalty Interests Owned by

Grantors. Grantors, by this special warranty deed, hereby GRANT, SELL, CONVEY and ASSIGN to Grantee: (i) Seventy-five percent (75%) of the Minerals Owned by Grantor and the Royalty Interests Owned by Grantors and all of the Executive Rights Owned by Grantors.

Exceptions to Conveyance and Warranty: Liens in favor of Frost Bank described as part of the Consideration; validly existing easements, rights-of-way, and prescriptive rights, of record, presently recorded and validly existing restrictions, reservations, covenants, conditions, including those restrictive covenants set forth in Volume 491 at pages 878 *et seq.* of the Official Public Records of Blanco County, Texas and those restrictive covenants set forth in Volume 499 at pages 184 *et seq.* of the Official Public Records of Blanco County, Texas, mineral interests reserved in this deed, and water interests outstanding in persons other than Grantors, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; taxes for 2019, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes/but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantors assume; and the following matters:

1. Mineral interest as described in a deed executed by John Scrogin and wife, Mildred L. Scrogin, to Stanley H. Williamson and wife, Marion Jo Williamson, dated November 29, 1958, recorded in Volume 67, Pages 303-309, Deed Records of Blanco County, Texas.
2. Easement and Right of Way executed by Stanley H. Williamson and wife, Marion Jo Williamson, to Lower Colorado River Authority, dated April 3, 1961, recorded in Volume 69, Pages 314-316, Deed Records of Blanco County, Texas.
3. Easement and Right of Way executed by Stanley H. Williamson and wife, Marion Jo Williamson, to Lower Colorado River Authority, dated April 3, 1961, recorded in Volume 69, Pages 317-318, Deed Records of Blanco County, Texas.
4. Easement Agreement for Utilities executed by Mirado Properties, L.L.C. to S&J Williamson Land and Cattle, Ltd., dated May 15, 2014, recorded in Volume 491, Pages 899-909, Official Public Records of Blanco County, Texas.
5. Utility Easement executed by S&J Williamson Land and Cattle, Ltd. to Pedernales Electric Cooperative, Inc., dated January 29, 2015, recorded in Volume 504, Pages 32-37, Official Public Records of Blanco County, Texas.
6. Subject to the past and future action of Blanco River Creek by means of accretion, erosion or avulsion.
7. Rights of the Public in and to any portion of the above described property contained within the bounds of Maenius Road, a public roadway.

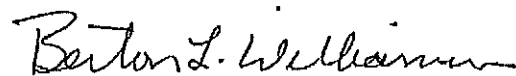
8. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

Grantors, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys the Property to Grantee, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and its successors, and assigns forever. Grantors bind Grantors and Grantors' heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantors but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Grantors also hereby ASSIGN to Grantee, its successors and assigns, the Declarant Rights now held by Grantors under that certain *Restrictive Covenant Declaration* dated May 15, 2014 which is recorded in Volume 491 at pages 878 *et seq.* of the Official Public Records of Blanco County, Texas.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE WARRANTY IN THIS DEED.

Frost Bank, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property which is described above. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Frost Bank and are transferred to Frost Bank without recourse against Grantors.



Berton L. Williamson

STATE OF TEXAS            )

COUNTY OF WICHITA        )

This instrument was acknowledged before me on December 5, 2019 by Berton L. Williamson.



Teri D Halsey  
Notary Public, State of Texas

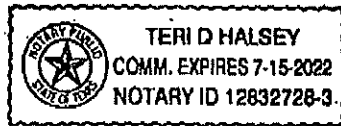
Joe Howard Williamson

Joe Howard Williamson, Trustee of the Joe  
Howard Williamson Non-exempt  
Descendants Trust

STATE OF TEXAS )

COUNTY OF WICHITA )

This instrument was acknowledged before me on December 5, 2019 by Joe  
Howard Williamson as trustee of the Joe Howard Williamson Non-exempt Descendants Trust.



Teri D Halsey  
Notary Public, State of Texas



EXHIBIT " A "

**JAMES E. GARON  
& ASSOCIATES, INC.**  
PROFESSIONAL LAND SURVEYORS  
& CIVIL ENGINEERS

185 McAllister Road  
Bastrop, Texas 78602  
512-303-4185  
Survey Firm #10058400  
Engineering Firm #F-20368  
jgaron@austin.rr.com

October 7, 2019

**LEGAL DESCRIPTION: BEING A 492.663 ACRE TRACT OF LAND LYING IN AND BEING SITUATED OUT OF THE C. SCHAMHORST SURVEY 92, ABSTRACT NO. 1366; THE C.C.S.D. & R.G.N.G. RR. CO. SURVEY 91, ABSTRACT NO. 677 AND THE G.C. MANIUS SURVEY, ABSTRACT NO. 1543 ALL IN BLANCO COUNTY, TEXAS AND BEING THE REMAINDER OF THAT CERTAIN 1541.2 ACRE TRACT OF LAND CONVEYED TO S & J WILLIAMSON LAND & CATTLE, LTD. BY DEED RECORDED IN VOLUME 242, PAGE 183 DEED RECORDS, BLANCO COUNTY, TEXAS AND VOLUME 685, PAGE 507 OFFICIAL RECORDS, KENDALL COUNTY, TEXAS, SAID 492.663 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON, REGISTERED PROFESSIONAL LAND SURVEYOR IN OCTOBER, 2019:**

**BEGINNING at a fence post found for the northeast corner of that certain 326.653 acre tract of land conveyed to Mirador Properties, LLC by deed recorded in Volume 491, Page 890 real property records, Blanco County, Texas and the northwest corner of that certain 320 acre tract of land conveyed to Zella F. Miller by deed recorded in Volume 69, Page 850 deed records, Blanco County, Texas;**

**THENCE along the north line of said Mirador Properties, LLC 326.653 acre tract the following six (6) calls:**

1. N 69°29'00" W a distance of 704.00 feet to a fence angle post;
2. S 74°23'31" W a distance of 855.65 feet to a fence angle post;
3. S 77°46'10" W a distance of 272.53 feet to a fence angle post;
4. S 80°23'21" W a distance of 197.34 feet to a fence angle post;
5. N 83°39'39" W a distance of 183.20 feet to a fence angle post;
6. S 71°18'34" W a distance of 81.78 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set in the approximate center of Maenius Road for corner;

**THENCE S 22°23'13" E a distance of 156.54 feet along Maenius Road to a point for a northeasterly corner of that certain 635.011 acre tract of land conveyed to Hart Blanco Co. Property, LTD by deed recorded in Volume 1455, Page 788 real property records, Kendall County, Texas;**

**THENCE S 80°11'55" W a distance of 84.85 feet to a 12" fence corner post found for an ell corner of said S & J Williamson Land & Cattle, LTD 1541.2 acre tract and a southeasterly corner of the remainder of that certain 1106.54 acre tract of land conveyed to James Moellendorf et al by deed recorded in Volume 66, Page 554 deed records, Blanco County, Texas;**

THENCE with the west line hereof and Maenius Road, common with said Moellendorf 1106.54 acre tract the following five (5) calls:

1. N 11°28'01" W a distance of 1121.04 feet to a fence angle post;
2. N 14°27'46" E a distance of 553.76 feet to a 5/8" iron rod with cap stamped "SAM" found for a southeasterly corner of that certain 5.72 acre tract of land conveyed to LCRA Transmission Services Corp. by document #173289 real property records, Blanco County, Texas;
3. N 14°24'54" E a distance of 409.80 feet to a calculated point for the northeast corner of said LCRA Transmission Services Corp. 5.72 acre tract;
4. N 14°51'17" E a distance of 620.14 feet to a 5/8" iron rod with cap stamped "SAM" found for angle point;
5. N 14°28'29" E a distance of 1755.30 feet to a 1/2" iron rod found for the northwest corner hereof and said S & J Williamson Land & Cattle, LTD 1541.2 acre tract;

THENCE S 73°48'49" E a distance of 1269.43 feet, crossing Maenius Road, to a 3" steel fence corner post found for an ell corner hereof;

THENCE N 00°57'38" W a distance of 387.00 feet to a 2" steel fence corner post found for an ell corner hereof and a southwesterly corner of that certain 414.84 acre tract of land conveyed to Prett Herring Wilson Properties, LTD by deed recorded in Volume 320, Page 810 real property records, Blanco County, Texas;

THENCE along the northerly line hereof and said S & J Williamson Land & Cattle, LTD 1541.2 acre tract the following three (3) calls:

1. S 72°53'34" E a distance of 2053.64 feet to a 60D nail found in 6" cedar post;
2. S 72°57'06" E a distance of 1085.95 feet;
3. S 73°14'56" E a distance of 1019.13 feet to a 1/2" iron rod found for the northeasterly corner hereof and said S & J Williamson Land & Cattle, LTD 1541.2 acre tract;

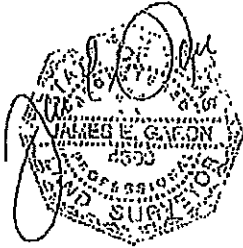
THENCE S 00°03'11" W a distance of 2511.09 feet to a 6" cedar fence corner post;

THENCE N 70°46'15" W a distance of 598.62 feet to a 10" cedar fence corner post found for the northwest corner of that certain 160 acre tract of land conveyed to Ethel Lemae Higgs by deed recorded in Volume 20, Page 374 deed records, Blanco County, Texas;

THENCE S 20°12'30" W a distance of 1574.88 feet to an 8" cedar fence corner post found for the northeast corner of said Miller 320 acre tract;

THENCE N 70°16'54" W a distance of 2618.78 feet to the POINT OF BEGINNING, containing 492.663 acres of land, more or less and as shown on map of survey prepared herewith.

Surveyed by:



James E. Garon  
Registered Professional Land Surveyor  
File: Co\Blanco\Surveys\Williamson Ranch\83715

STATE OF TEXAS  
COUNTY OF BLANCO

I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Blanco County, Texas on



Dec 06 2019

*Jana Halla*

COUNTY CLERK  
BLANCO COUNTY, TEXAS

*44394*  
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.

**RELEASE AND ABANDONMENT  
FOR  
FIRE SUPPRESSION WATER STORAGE TANK EASEMENT**

WHEREAS, Red Oak Mountain, LLC, 665 Simonds Road, Williamstown, MA 01267 set forth a Homeowners Association Easement located on Lot 1 as shown in Detail 5 on Sheet 6 and referred to in Note 3 on Sheet 1 of the Replat of Red Oak Mountain, which was filed of record on November 10, 2020, in Volume 3, Page 298 of the Plat Records of Blanco County, Texas ("Replat"); and

WHEREAS, due to the relocation of the fire suppression water storage tank, the Homeowners Association Easement shown on the Replat is no longer necessary and may be released and abandoned; and

WHEREAS, Red Oak Mountain, LLC is the developer of the Red Oak Mountain Subdivision and is the holder of the Easement; and

WHEREAS, Red Oak Mountain Property Owners' Association, Inc. has consented to the release and abandonment of this Homeowners Association Easement; and

NOW THEREFORE, For good and valuable consideration, receipt of which is hereby acknowledged, Red Oak Mountain, LLC does hereby abandon, release, and discharge that entire Homeowners Association Easement located on Lot 1 as shown in

Filed this 25 day of November 2020

10:01 AM

Laura Walla  
County Clerk, Blanco County, Texas

By *Laura Walla*

Detail 5 on Sheet 6 of the Replat of Red Oak Mountain and referred to in Note 3 on Sheet 1 of the Replat as an easement for fire suppression water storage tank.

Effective the 30<sup>th</sup> day of November 2020.

**Red Oak Mountain, LLC, a Delaware Limited Liability Company**

By: American Land Partners, Inc., a Delaware corporation, Manager

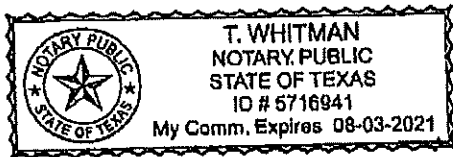
By: *Davy Roberts*  
Davy Roberts, Authorized Agent

THE STATE OF TEXAS                   §  
   §  
COUNTY OF BURNET                   §

**CERTIFICATE OF ACKNOWLEDGMENT**

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the Authorized Agent of AMERICAN LAND PARTNERS, INC., the Manager of Red Oak Mountain, LLC and that by authority duly given and as the act of AMERICAN LAND PARTNERS, INC. and Red Oak Mountain, LLC executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this 20 day of November 2020.



*T. Whitman*  
Notary Public in and for  
The State of Texas

CONSENTED TO BY:

RED OAK MOUNTAIN PROPERTY OWNERS' ASSOCIATION, INC.

By: *Davy Roberts*  
Davy Roberts, President

ATTEST:

By: *Michelle Ferguson*  
Michelle Ferguson, Secretary

THE STATE OF TEXAS

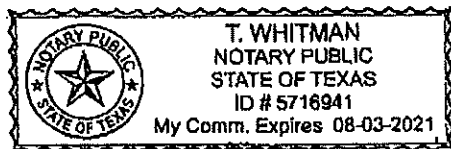
§  
§  
§

COUNTY OF BURNET

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of Red Oak Mountain Property Owners' Association, Inc. and that by authority duly given and as the act of Red Oak Mountain Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 20 day of November 2020.



*T. Whitman*  
Notary Public in and for The State of Texas

STATE OF TEXAS  
COUNTY OF BLANCO

I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Blanco County, Texas on

Nov 25 2020

*Jane Walla*  
COUNTY CLERK  
BLANCO COUNTY, TEXAS

