

Amendment to the Declarations

Imposing Protective Covenants, Conditions and Restrictions
and
Creating a Subdivision Landowners & Wildlife Management Association
for

Indian Creek Ranches

Phase I, Phase II, Phase III, Phase IV, Phase V, Phase VI

(and any future phases of development)
Subdivisions in Edwards County, Texas

THE STATE OF TEXAS

COUNTY OF EDWARDS

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Know All Persons By These Presents:

WHEREAS, HIGH COUNTRY LAND & CATTLE CO. a Texas Corporation, acting by and through its duly authorized president, WILLIAM C. COCKE, SR., whose mailing address is 3866 S. STAPLES, CORPUS CHRISTI, NUECES COUNTY, TEXAS, 78413, hereinafter referred to as "Declarant", was the legal and equitable owner and holder of all that certain tract or parcel of real property situated in Edwards County, Texas, and is the present legal and equitable owner and holder of those portions of said property which Declarant has not heretofore sold or conveyed to other parties, all of which is hereinafter sometimes referred to as the "Property", and which is more fully described as follows:

INDIAN CREEK RANCHES, Phase I, a Subdivision situated about 13.1 miles S 35° W of Rocksprings, in Edwards County, Texas, being 1,513.95 acres out of a 10,892.22 acre tract of land conveyed as an assignment of note to Mary Peterson Wyatt Trust by Deed dated July 12, 1984, and recorded in Vol 65, Pg 30 of the Deed Records of Edwards County, Texas, as shown by the map or plat of said subdivision recorded in Vol 2, Pg 56A and 56B, Plat Records of Edwards County, Texas; (herein sometimes referred to as "Phase I").

INDIAN CREEK RANCHES, Phase II, a Subdivision situated about 13.1 miles S 35° W of Rocksprings, in Edwards County, Texas, being 2051.93 acres out of a 10,892.22 acre tract of land conveyed as an assignment of note to Mary Peterson Wyatt Trust by Deed dated July 12, 1984, and recorded in Vol 65, Pg 30 of the Deed Records of Edwards County, Texas, as shown by the map or plat of said subdivision recorded in Vol 2, Pg 66A & 66B, Plat Records of Edwards County, Texas; (herein sometimes referred to as "Phase II").

INDIAN CREEK RANCHES, Phase III, a Subdivision situated about 13.1 miles S 35° W of Rocksprings, in Edwards County, Texas, being 1025.32 acres out of a 10,892.22 acre tract of land conveyed as an assignment of note to Mary Peterson Wyatt Trust by Deed dated July 12, 1984, and recorded in Vol 65, Pg 30 of the Deed Records of Edwards County, Texas, as shown by the map or plat of said subdivision recorded in Vol 2, Pg 78A & B, Plat Records of Edwards County, Texas; (herein sometimes referred to as "Phase III").

INDIAN CREEK RANCHES, Phase IV, a Subdivision situated about 13.1 miles S 35° W of Rocksprings, in Edwards County, Texas, being 1146.32 acres out of a 10,892.22 acre tract of land conveyed as an assignment of note to Mary Peterson Wyatt Trust by Deed dated July 12, 1984, and recorded in Vol 65, Pg 30 of the Deed Records of

Edwards County, Texas, as shown by the map or plat of said subdivision recorded in Vol 2, Pg 80B, Plat Records of Edwards County, Texas; (herein sometimes referred to as "Phase IV").

INDIAN CREEK RANCHES, Phase V, a Subdivision situated about 13.1 miles S 35° W of Rocksprings, in Edwards County, Texas, being 288.78 acres out of a 10,892.22 acre tract of land conveyed as an assignment of note to Mary Peterson Wyatt Trust by Deed dated July 12, 1984, and recorded in Vol 65, Pg 30 of the Deed Records of Edwards County, Texas, as shown by the map or plat of said subdivision recorded in Vol 2, Pg 82A & 82B, Plat Records of Edwards County, Texas; (herein sometimes referred to as "Phase V").

INDIAN CREEK RANCHES, Phase VI, a Subdivision situated about 13.1 miles S 35° W of Rocksprings, in Edwards County, Texas, being 2,035.49 acres out of a 10,892.22 acre tract of land conveyed as an assignment of note to Mary Peterson Wyatt Trust by Deed dated July 12, 1984, and recorded in Vol 65, Pg 30 of the Deed Records of Edwards County, Texas, as shown by the map or plat of said subdivision recorded in Vol 2, Pg 83A and 83B, Plat Records of Edwards County, Texas; (herein sometimes referred to as "Phase VI").

INDIAN CREEK RANCHES, PHASE VII, a proposed Subdivision in Edwards County, Texas, according to an unrecorded preliminary plat prepared by Jerry D. Wilke, Jr., a Registered Professional Land Surveyor, #4724 on March 1, 2003.

ARTICLE ONE

1.01 WHEREAS, the property consists of six platted subdivisions and one unplatted parcel, being those same parcels of land hereinabove described, and which platted subdivisions Declarant heretofore dedicated and declared to be subject to certain protective covenants, conditions and restrictions (hereinafter generally referred to as "the Restrictions" or "the prior Restrictions") which are filed of record in the Official Public Records of Edwards County as follows:

- (a) Indian Creek Ranches Subdivision - Phase I: Restrictions at Vol 171, at pg 155;
- (b) Indian Creek Ranches Subdivision - Phase II: Restrictions at Vol 183, at pg 17;
- (c) Indian Creek Ranches Subdivision - Phase III: Restrictions at Vol 194, at pg 404;
- (d) Indian Creek Ranches Subdivision - Phase IV: Restrictions at Vol 198, at pg 629;
- (e) Indian Creek Ranches Subdivision - Phase V: Restrictions (none yet recorded); and
- (f) Indian Creek Ranches Subdivision - Phase VI: Restrictions at Vol 206, at pg 849.

1.02 WHEREAS, the Restrictions expressly provide for their amendment by Declarant acting alone and without the joinder of any other party to correct minor errors and/or for the reasonable improvement of the subdivision.

1.03 WHEREAS, it is the intent of Declarant to hereby amend the Restrictions for such purposes and whereas some of the modifications to the Restrictions necessary to achieve such purposes include, but are not limited to, the following:

- (a) To provide for one landowners' association for all of the property, including any lands hereafter added as additional "phases" by supplemental restrictions, additional plats or further amendment to this declaration;

- (b) To provide the Association with the authority and responsibility of assisting participating members in the preparation, administration and execution of a general wildlife management plan for the property, as well as for individual tracts within the property for the benefit of the Association's general plan;
- (c) To provide for the activation of those Association committees, composed of such initial members and for such purposes as may be herein provided, prior to the activation and organization of the Association;
- (d) To provide for the activation of the Association, with Declarant, at Declarant's discretion, being the sole, acting initial member for such period of time, with such authority and for such purposes as may be in the best interest of the property and its owners as provided herein;
- (e) To provide that this Declaration shall serve as the sole Protective Covenants, Conditions and Restrictions for all of the property, including any lands hereafter added as additional "phases" by supplemental restrictions, additional plats or further amendment to this declaration;
- (f) To provide such other modifications to the Restrictions as may be included in this Declaration which Declarant finds to be in the best interest of the property and its owners.

1.04 NOW, THEREFORE, Premises Considered, it is hereby expressly DECLARED that the Restrictions for Indian Creek Ranches Subdivisions, Phase I, Phase II, Phase III, Phase IV, Phase V and Phase VI, filed of record in the Official Public Records of Edwards County, Texas, as hereinabove indicated, are hereby AMENDED and MODIFIED as follows:

- (a) ASSOCIATION: There shall be one Landowners & Wildlife Management Association for all of the property, to include Phase I, Phase II, Phase III, Phase IV, Phase V, Phase VI and Phase VII, and including any lands hereafter added as additional "phases" by supplemental restrictions, additional plats, further amendment to this declaration or by such other method as may be provided herein or allowed by law.
- (b) WILDLIFE MANAGEMENT: The Association shall have and is hereby vested with the authority and responsibility, as herein provided or as may be hereafter provided by the Association's Board of Directors, of assisting participating members in the preparation, administration and execution of a general wildlife management plan for all of the property, as well as for individual tracts within the property for the benefit of the Association's general plan.
- (c) COMMITTEES ACTIVATED: Those Association committees as are hereinafter indicated, composed of such initial members and for such purposes as may be herein provided, are hereby declared to be activated and vested with full authority to act on behalf of and for the benefit of the Association, its members and the property, and to the extent provided herein, such committees may act prior to the activation and organization of the Association.
- (d) ACTIVATION OF ASSOCIATION: The Association may be declared to be activated, with Declarant, at Declarant's discretion, being the sole, acting initial member, for such period of time, with such authority and for such purposes as may be in the best interest of the property and its owners as provided herein.
- (e) MASTER RESTRICTIONS: This Declaration, as hereinafter provided, shall hereafter serve as, and is hereby declared to be, the sole Protective Covenants, Conditions and Restrictions for all of the property, including any lands hereafter added as additional "phases" by

supplemental restrictions, additional plats, further amendment to this declaration, or by such other method as may be provided herein or allowed by law (this Declaration and the protective covenants, conditions, restrictions and other provisions hereof are hereinafter referred to as the "Indian Creek Ranches Master Restrictions" or "Master Restrictions").

- (f) ADDITIONAL AMENDMENTS: The prior Restrictions are hereby further declared AMENDED and MODIFIED to the extent of any additional or changed language, content or provisions contained in this Declaration as contrasted or compared to the language, content or provisions of the prior Restrictions.

1.05 To the extent the covenants, conditions, restrictions and other provisions established by this Declaration are identical in purpose and effect to the prior Restrictions, this Declaration repromulgates, rededicates, redeclares, ratifies and continues in force and effect such prior Restrictions as same may be set out herein.

1.06 The prior Restrictions not hereby specifically revoked, canceled, or voided, but only amended, are modified only to the extent of such amendment and are otherwise ratified and continued in force and effect as set out herein.

1.07 Hereafter, any reference to this Declaration by reference to its recording information in the Official Public Records of Edwards County, Texas, is deemed to and shall include a reference to the prior Restrictions, to-wit:

- (a) Indian Creek Ranches Subdivision - Phase I: Restrictions at Vol 171, at pg 155;
- (b) Indian Creek Ranches Subdivision - Phase II: Restrictions at Vol 183, at pg 17;
- (c) Indian Creek Ranches Subdivision - Phase III: Restrictions at Vol 194, at pg 404;
- (d) Indian Creek Ranches Subdivision - Phase IV: Restrictions at Vol 198, at pg 629;
- (e) Indian Creek Ranches Subdivision - Phase V: Restrictions (not yet recorded); and
- (f) Indian Creek Ranches Subdivision - Phase VI: Restrictions at Vol 206, at pg 849.

to the extent said prior Restrictions remain in force and effect and are not amended, revoked, canceled, voided or modified herein. Said prior Restrictions are incorporated herein by reference to the extent necessary to carry out the purposes and intent of this Declaration.

ARTICLE TWO

2.01 WHEREAS, the Declarant has dedicated and hereby dedicates and has conveyed or will convey all of the property subject to certain protective covenants, conditions and restrictions, as hereinafter set forth, establishing the INDIAN CREEK RANCHES SUBDIVISIONS LANDOWNERS & WILDLIFE MANAGEMENT ASSOCIATION (referred to as the Association") and ultimately wishes to submit the property to the supervision and control of said Association for the purpose of supervising, controlling, constructing and maintaining the water wells and water distribution system located on the property and the Easements, roads and rights of way presently in existence or to be built or placed in the future, as the case may be, in, upon, across and along the sixty (60) foot wide ingress, egress and regress passageway or roadway easements for the non-exclusive, free and uninterrupted use, liberty, privilege and easement of passing by the Owners of the property, their tenants, guests and invitees. The Association shall have the further responsibility, as authorized herein and as may be authorized and provided for by its board of directors in the future, of assisting participating members in the preparation, administration and execution of a general wildlife management plan for the property, as well as for individual tracts within the property for the benefit of the Association's general plan. The Association shall at all times act in the best interest of protecting the value and desirability of the property.

2.02 NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that it is hereby expressly declared that all of the property shall be held, sold and conveyed subject to this declaration and dedication, which shall run with and bind the property, which shall be binding upon any and all parties having any right, title or interest in or to any of the acreage which comprises the property, and their respective heirs, legal representatives, successors and assigns, and which shall inure to the benefit of and be enforceable by the Declarant and each and every Owner and Holder of any portion of the acreage which comprises the property. Notwithstanding the foregoing, Declarant reserves the right to replat, alter, reconfigure, and/or withdraw any portion of the subject property until Declarant's conveyance of all tracts comprising the property, as the case may be, provided such action does not decrease the size of any platted tract below 100 acres. This is a right coupled with an interest, and every Owner, by accepting title to a tract, appoints Declarant as his or her agent for this limited purpose, and Declarant, as agent, can act for any Owner in consenting to any action to replat, alter, reconfigure and/or withdraw the subject property. Further, Declarant represents and advises all future Owners that contemplated future phases adjacent to the subject property is or may be subject to one or more liens and lien instruments which are filed of record in Edwards County, Texas.

ARTICLE THREE

DEFINITIONS:

- 3.01 The term "Owner" shall refer to the record owner or holder, whether one or more, whether masculine, feminine or neuter, or whether a natural person, corporation, trust or other legal entity, of the record title to any portion of the property.
- 3.02 The term "Declarant" shall refer to HIGH COUNTRY LAND & CATTLE CO., a Texas Corporation, its heirs, successors in interest, personal representatives and assigns, or Declarant's designated successors or assigns which shall assume all of the rights and responsibilities of Declarant herein.
- 3.03 The term "Road Committee" refers to the Association's Subdivision Road and Waterwell Maintenance Committee. The term "Wildlife Committee" shall refer to the Association's Wildlife Management Committee.
- 3.04 The term "Association" refers to the Indian Creek Ranches Subdivisions Landowners & Wildlife Management Association, which shall constitute and serve as the Association for all Owners and Members owning and holding any part of the property.
- 3.05 The terms "property" and "subdivision" shall include those lands comprised by said Phase I, Phase II, Phase III, Phase IV, Phase V, Phase VI and Phase VII, as well as any additional real property owned by Declarant or Declarant's successors or assigns (whether by contract or by title), now or in the future, as long as such additional real property is:
- (a) contiguous or adjacent to the real property now constituting the subdivision as set forth in the plat or to any real property contiguous or adjacent to any such additional real property;
 - (b) to be subdivided by Declarant pursuant to a plat filed of record in Edwards County, Texas, and restrictions (supplemental or separate) are filed by Declarant indicating that such additional property will constitute an addition to the subdivision; and
 - (c) to be developed by Declarant in a manner consistent with the concept contemplated by this Declaration.
- 3.06 The term "adjacent property" as used herein means the property adjacent to or in proximity to the original 10,892.22 acre tract.
- 3.07 Membership voting rights: Unless expressly indicated otherwise in this Declaration, with respect

to matters brought before a meeting of the Association's members, each Member shall be entitled to one (1) vote for each tract owned. When more than one (1) person owns an interest in any of the acreage which comprises the subject property, all such persons shall be members of the Association, but they shall collectively cast only one (1) vote for each tract owned. Proxy votes shall be allowed upon satisfaction of such reasonable requirements and procedures as the Association may from time to time impose. Members of the Association's board of directors may not vote by proxy.

ARTICLE FOUR

4.01 Additional Property added by Supplement or Separate Declaration of Restrictions: Platting. Such additional real property may be made subject to this declaration by Declarant without the consent of any Member or Owner, which consent is expressly waived by each Member and Owner, at any time and from time to time by adding to the property or by filing of record a Supplement to this Declaration, which shall extend the concept and application of the covenants, conditions and restrictions of this Declaration to such additional real property, PROVIDED, HOWEVER, that such Supplement may contain such complementary additions and conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the adding properties and as are now inconsistent with the concept of the restrictions, covenants and conditions. Declarant may make any such addition even though at the time such addition is made Declarant is not the owner of any portion of the property described in the original Plat. Each supplement may designate the number of separate plots or tracts comprising the properties added which are to constitute tracts, or such designation may be deferred to further and subsequent Supplements. For the purpose of compliance with state and county platting regulations and laws, as well as the orderly development, use and conveyance of the original ranch property, Declarant reserves the right to plat and convey adjacent property tracts and adjacent large tracts within the same or separate future phases, if any, of the Indian Creek Ranches Subdivisions, and to designate by Supplement to this Declaration which of said adjacent property tracts or larger tracts shall be subject to the terms and conditions of these Restrictions for the Indian Creek Ranches Subdivisions, including the submission or exclusion of said adjacent property to the owners' association and/or road maintenance and water well and water distribution provisions and/or wildlife management provisions, and by the filing of applicable supplemental restrictions or separate restrictions as to such adjacent property.

ARTICLE FIVE

USE RESTRICTIONS:

- 5.01 No hunting blinds, deer feeders, buildings, houses, mobile homes, manufactured homes, motor homes, houses, or other type of structure, whether temporary or permanent, can be placed within two hundred feet of the edge of any public road; however Declarant, in its sole discretion may grant a variance to allow permanent homes, with restrictions on the size, plan and building materials. Any variance must be in writing, describe the tract and contain the restrictions and be signed and acknowledged by Declarant and filed in the Official Public Records of Edwards County, Texas.
- 5.02 No commercial business shall be allowed. Commercial business is defined as:
- (a) A business wherein the public is allowed to come to a tract within the subdivision to view or purchase personal property; or,
 - (b) A business which manufactures or processes items which results in or produces excessive or offensive odor, smoke, noise, or traffic to the neighbors and owners in the subdivision; or
 - (c) A business which requires transport or delivery trucks to pick up or deliver items to the property within the subdivision.
- 5.03 No commercial hunting is allowed. Commercial hunting exists when a landowner allows one or

more persons to hunt game animals or game birds of any kind on any property for a fee or consideration of any kind.

- 5.04 Trapping of game animals (including exotic) or game birds is prohibited, except such trapping as may be authorized or employed by the Association for predator control purposes.
- 5.05 Until January 1, 2020, no tract may be divided which will result in a tract being less than 100 acres.
- 5.06 No noxious or offensive activity shall be permitted upon any of the acreage which comprises the subject property nor shall anything be done thereon which may be or may become an annoyance or nuisance in the area.
- 5.07 None of the acreage which comprises the subject property shall be used or maintained as a dumping ground for rubbish, garbage or trash.
- 5.08 No junkyards shall be maintained upon any of the acreage which comprises the subject property.
- 5.09 No swine (pig or hog) farm commercial operation or enterprise shall be maintained upon any of the acreage which comprises the subject property.
- 5.10 No animal feed lot commercial operation or enterprise shall be maintained upon any of the acreage which comprises the subject property.
- 5.11 Any prohibition or condition contained in or on the Plat of the Property, or contained herein otherwise.
- 5.12 WATER WELLS: Declarant reserves the right to drill or cause the drilling of water wells upon the following described tracts, to-wit:
 - Tract(s) #5 in said Phase I;
 - Tract(s) #3 in said Phase II;
 - Tract(s) #9 in said Phase III;
 - Tract(s) #5 in said Phase IV;
 - Tract(s) #1 in said Phase VI.

The owners of said tracts shall at all times allow the Association and their representatives, employees and contractors, access to any such water wells for the purpose of maintenance, repair and replacement. The water wells are for the use and benefit of all Owners, acting through the Association, which has an unrestricted right to water produced therefrom, including the right to distribute the water by pipeline throughout the Subdivisions. Any owner of said tracts takes title subject to these matters which run with the land. References herein to water wells on the "property" refer to these particular tracts only and no others.

- 5.13 In order to preserve the current open-space land valuation for ad valorem tax purposes, each Owner of any unfenced tract shall, upon acquisition of the tract, execute a lease agreement with Declarant (or its assigns) which provides for a one year lease of the tract to Declarant (or its assigns) for the grazing of cattle only with automatic one year extensions at the yearly rental of \$10.00 without right of termination by Lessor unless such tract is separately qualified for open-space land valuation by the Edwards County tax authority. Likewise, the grazing lease may be terminated once a tract qualifies for open-space land valuation through wildlife management.