

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

§
§
§

Know All Persons By These Presents:

WHEREAS, HIGH COUNTRY LAND & CATTLE CO. a Texas Corporation, acting by and through it 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 manufacturers 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.

ARTICLE SIX

INDIAN CREEK RANCHES SUBDIVISIONS ROAD AND WATER WELL MAINTENANCE COMMITTEE AND WILDLIFE MANAGEMENT COMMITTEE

6.01 ROAD COMMITTEE: (a) There is hereby created and activated the INDIAN CREEK RANCHES SUBDIVISIONS ROAD AND WATER WELL MAINTENANCE COMMITTEE for the purpose of supervising, controlling, constructing and maintaining the road easement(s), including the mining of road material on the property from existing pits, and maintaining, repairing or replacing the water wells and non-potable water distribution system located or to be located on the property and for the further purpose of performing such other duties and responsibilities as are allocated to it under any of the other terms, conditions and provisions of this Declaration. The Committee is also given the authority to enforce this Declaration in any manner it deems appropriate and to act for the best interest of the INDIAN CREEK RANCHES subdivisions in Edwards County, Texas. The initial member of the Committee shall be Declarant's President, William C. Cocke, Sr., or his successor in office. Thereafter, and upon the sale of all of the acreage comprising the property, the Committee shall be composed of three (3) members chosen by the Association as hereinafter provided. If any one (1) or more of the Committee members fails, refuses or is unable to serve, the remaining members are hereby authorized to and shall appoint a person or persons as replacement members prior to and as a condition precedent to the next meeting of the committee. In the event all of the Committee members fail, refuse or are unable to serve, then the Association shall elect a new Committee.

(b) Declarant hereby reserves and imposes a blanket easement on the property for purposes of the water distribution system.

(c) Water wells installed by individual owners of the tracts within the subdivisions shall be solely the property, and shall be subject to the sole and absolute possession, use and control, of such owners.

6.02 WILDLIFE COMMITTEE: (a) There is hereby created and activated the INDIAN CREEK RANCHES SUBDIVISIONS WILDLIFE MANAGEMENT COMMITTEE. The Wildlife Committee shall have all necessary power and authority to assist 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. The Wildlife Committee is also created for the further purposes of performing such other duties and responsibilities as are allocated to it under any of the other terms, conditions and provisions of this Declaration and is authorized to engage in such other wildlife management activities as the Association may determine from time to time to be in the best interest of the property and the Owners. The Wildlife Committee is also given the authority to enforce this Declaration in any manner it deems appropriate and to act for the best interest of INDIAN CREEK RANCHES subdivisions in Edwards County, Texas. The initial member of the Committee shall be Declarant's President, William C. Cocke, Sr., or his successor in office. Thereafter, and upon the sale of all of the acreage comprising the property, the Committee shall be composed of three (3) members chosen by the Association as hereinafter provided. If any one (1) or more of the Committee members fails, refuses or is unable to serve, the remaining members are hereby authorized to and shall appoint a person or persons as replacement members prior to and as a condition precedent to the next meeting of the committee. In the event all of the Committee members fail, refuse or are unable to serve, then the Association shall elect a new Committee.

(b) All Owners, as mandatory Members of the Association, shall be bound by the wildlife management provisions of this Declaration, and any by-laws or other rules hereafter adopted by the

Association pertaining to wildlife management, until such time as the sole Owner or all the Owners of a tract, as the case may be, "opt out" of or elect to not participate in the wildlife management provisions of this Declaration and the Association's by-laws or other rules. An election to "opt-out" or to not participate in said provisions by a sole Owner, or all the Owners, as the case may be, of a tract may be effected by such Owner or Owners giving written notice to the Association. Construction of a high, deer proof fence enclosing a tract shall automatically disqualify a tract from participation in said provisions and plan so long as the fence remains in place. The Owner or Owners of a tract that has previously "opt-ed out" of the Association's wildlife program, or whose tract has been disqualified from participation for any reason, may rejoin and again participate in said wildlife program and plan upon application to the Association and satisfaction of such requirements as may hereafter be adopted by the Association.

(c) The Association, through its by-laws, shall provide such other requirements and rules with respect to wildlife management as may be necessary to carry out the purposes and intent of the wildlife management provisions of this Declaration and to accomplish such other wildlife management goals as may be determined by the Association to be in the best interest of the property and its various owners.

(d) **SEPARATE ASSOCIATIONS:** If necessary to carry out the purposes and intent of this Declaration with respect to wildlife management, or if found by the Declarant or the Association (including the initial Association) to be necessary for the protection of the value and desirability of the property, the "Landowners and Wildlife Management Association" may be divided into two separate associations, with one having responsibility for wildlife management (the "Wildlife Association") and the other to have responsibility for all other matters under this Declaration and any matters corresponding thereto or inherent therein (the "Landowners Association"). The persons or entities making the decision to so divide the Association are authorized to place reasonable limitations and requirements on the formation of the resulting associations as may be necessary for their efficient management and administration and the furtherance of the purposes and intent of this Declaration.

ARTICLE SEVEN

INDIAN CREEK RANCHES SUBDIVISIONS LANDOWNERS AND WILDLIFE MANAGEMENT ASSOCIATION

7.01 LANDOWNER & WILDLIFE MANAGEMENT ASSOCIATION: There is hereby created and established the INDIAN CREEK RANCHES SUBDIVISIONS LANDOWNERS AND WILDLIFE MANAGEMENT ASSOCIATION. Each Owner shall be a Member of the Association. By the acceptance of a Deed to any portion of the acreage comprising the subject property, the Owner thereof personally agrees to be and becomes a Member of the Association and agrees to be and becomes bound and obligated by the terms, conditions and provisions of this Declaration. The Association shall be activated at such time as may be determined by the Declarant in its sole and absolute discretion, but in no event shall such Association be activated later than thirty (30) days following the date that the Declarant has sold all of the acreage comprising the subject property. A meeting of all of the Members of the Association shall be called within thirty (30) days following the date of the activation of the Association for the purpose of electing a new INDIAN CREEK RANCHES SUBDIVISIONS ROAD AND WATER WELL MAINTENANCE COMMITTEE and conducting such other business as may be properly brought before such meeting. The Association shall not be incorporated but shall act by simple majority vote in accordance with the terms, conditions and provisions of this Declaration; provided, however, should a majority of the owners so elect for good cause, then the Association may become a corporation under the Texas Non-Profit Corporation Act, subject to its Articles and By-laws being substantially in compliance with the terms hereof.

7.02 PRELIMINARY ACTIVATION OF ASSOCIATION: (a) At Declarant's sole and absolute

discretion, at any time prior to the date Declarant has sold all of the acreage comprising the property, Declarant may declare the Association to be activated for such preliminary, organizational, or emergency purposes as Declarant may determine to be in the best interest of the property or its Owners. In such case, at Declarant's sole and absolute discretion, Declarant may declare itself or its representative to be the sole, acting, initial member of the Association and no other Owner shall be allowed to vote or take any other action allowed customarily or by law to a member of an association.

(b) Said initial acting member shall have all of the powers and authority of the entire membership, including, but not limited to:

- (i) the sole right to vote for the election of an initial board of directors (including electing itself or its representative as sole member of the board), and which initial board may be comprised of only one person;
- (ii) the right, either as a member or a member of the board, to appoint members to the Association's various committees, to activate such committees, and to establish, activate and appoint members to committees other than those expressly established herein, with said committees having all powers and authority as may be necessary to carry out the purposes and intent of this declaration and to protect the value and desirability of the property.

(c) Said initial Association, through its duly appointed agent, shall have full power and authority to enter into and bind itself to contracts, which shall in turn be binding upon the final or formal Association once it is fully activated.

(d) Said initial Association may be activated by Declarant under this section 7.02 providing written notice to at least one Owner (other than Declarant) of each tract comprising the property. Said notice shall substantially contain the following language:

"TO ALL OWNERS OF TRACTS WITHIN INDIAN CREEK RANCHES SUBDIVISIONS IN EDWARDS COUNTY, TEXAS:

Please be advised that High Country Land & Cattle Company, the developer of Indian Creek Ranches Subdivisions, hereby provides you with formal notice that it has activated the initial "Landowners and Wildlife Management Association" for Indian Creek Ranches Subdivisions under section 7.02 of the amended restrictions covering the subdivisions. Activation of the initial Association is done for preliminary, organizational or emergency purposes to protect the value and desirability of the property within the subdivisions. The initial Association is being activated for the following reason: (insert reason, e.g., to facilitate the meeting of filing deadlines and to take other actions precedent to maintaining agricultural use or other favorable tax valuation of the property).

[Add as applicable:] Pursuant to that section, the Company hereby names and appoints itself, acting through its president, WILLIAM C. COCKE, SR., or his successor in office, as the sole acting, initial member of the initial Association, with all the powers and authority provided in said section. Other Owners of tracts within Indian Creek Ranches are not acting members of the initial Association, but shall become full members of the formal Association, once it is activated, as provided in said amended restrictions.

(e) **FORMAL ASSOCIATION TO BE ACTIVATED:** Once the initial Association is activated as provided in this section 7.02, the final and formal Association must be activated, with corresponding full membership rights to all Owners of acreage comprising the property, no later than two years from the

date of activation of the initial Association, regardless of whether Declarant has sold all of its acreage within the property.

ARTICLE EIGHT

ASSESSMENTS OR CHARGES

8.01 Annual Assessments. (a) Each tract which comprises the property is subject to an annual road, water well, and waterline maintenance assessment or charge, as follows: Each Owner authorizes the Declarant, and Declarant's successors in interest and assigns, including the Road Committee, to improve and maintain the easement(s), and to maintain, repair and replace, if necessary, the water wells located or to be located on the property and the waterline laid or to be constructed throughout the property. Further, the Declarant, and the Association (when formed), is authorized to assess and charge each tract owner a fee of Two and No/100 Dollars (\$2.00) per acre per year, not to exceed \$300.00 per year. Such charge shall not be assessed against the Declarant or Declarant's successors and assigns. Such charge shall be made by direct billing to each property owner. If any property Owner refuses or fails to pay the charge when due, then at Declarant's option, Declarant may deduct the charge from payments made by the property Owner on any purchase money promissory note owing by property owner to Declarant, and any such charge so deducted will not be credited to the payment on the balance owing on any such promissory note, principal or interest. The maintenance charge, if not paid within 60 days from the date of the billing date, will become a lien against the tract so assessed, and the enforcement of the lien will be made according to the provisions contained herein and as allowed by law. The annual charge may be increased annually by majority vote of the Committee, provided, said increase may not exceed ten percent (10%) without a majority vote of the votes entitled to be cast at a meeting of the Association called for that purpose.

(b) If such annual maintenance charge is not paid within the 60 day period, then the annual maintenance charge shall be deemed delinquent and shall bear interest at the amount of ten percent (10%) per annum. As used in this Declaration, the terms "annual assessment" and "maintenance charge" shall be considered to be the same.

8.02 Special Assessments. In addition to the annual assessments authorized above, and subject to the assent of fifty-one percent (51%) of Owners voting in person or by proxy at a meeting called for that purpose, the Association may levy, only as provided herein, in any assessment year, a single special assessment applicable to that year only for the purpose of defraying, in whole or in part, the expense and cost of any construction, renewal, maintenance, repair and replacement of the Easement(s), the water well, the waterline and for any other purpose as may be deemed necessary or desirable by the Association to maintain, operate or improve the subdivisions in the manner which it considers to be the greatest benefit to the Owners. Notice of the meeting called for this purpose shall be sent to all Owners not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting, with the meeting to be held in Edwards County, Texas, on the date and at the time and place specified in the notice. Any such special assessment or charge, as the case may be, must be fixed at a uniform rate for all of the acreage comprising the subject property.

ARTICLE NINE

OBLIGATIONS OF THE OWNERS

9.01 Payment of Assessments. Each Owner of any portion of the acreage which comprises the subject property covenants and agrees, by acceptance of a Deed to any such acreage or tract, to pay to the Association an annual assessment or charge each year, as the case may be, as well as any special assessment duly authorized. The annual assessment and/or special assessment or charge, together with interest, cost and reasonable attorneys fees, shall, to the full extent permitted by law, be a charge against

and a lien upon that portion of the acreage which comprises the subject property owned or held by each respective Owner and shall be a continuing lien upon that portion of the acreage which comprises the subject property against which such annual assessment or charge, as the case may be, is made. Each such annual assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person or entity who was the Owner of that portion of the acreage which comprises the subject property against which such assessment is made at the time such assessment or charge, as the case may be, was due. The various committees are expressly authorized to collect and administer all assessments or charges established by these Declarations or any duly adopted future by-laws of the Association and for which a particular committee is given responsibility.

9.02 Lien for Annual Assessment or Charge. The lien for any assessment or charge, as the case may be, shall be subordinate to the lien created by any superior mortgage securing a purchase money or improvement loan. The sale or transfer, as the case may be, of any portion of the acreage which comprises the subject property shall not affect the assessment or charge, as the case may be, lien and such sale or transfer, as the case may be, shall be subject to such lien. No sale or transfer, as the case may be, shall relieve the Owner of any portion of the acreage which comprises the Subject Property against which such assessment or charge, as the case may be, is made from individual liability for the assessment or charge, as the case may be, made during the period of his, her, their, or its ownership and extinguishment of the lien shall not relieve such Owner of his, her, their or its personal obligation and liability. No lien for any assessment or charge, as the case may be, shall be impressed against any portion of the acreage which comprises the subject property as long as the Veterans Land Board of the State of Texas holds record title thereto; provided, however, that this only applies to purchases made under The Veterans Land Board of the State of Texas Program.

ARTICLE TEN

NOTICE AND RESERVATION, AND SPECIAL PROVISIONS

10.01 Pursuant to the Edwards County Comprehensive Regulations for the Subdivision of Land, as amended, and in lieu of placing same on the original plat as filed (or in addition to inserting same on the Subdivision Plat), the conveyance herein is subject to and shall be subject to the following regulations and/or notices, including any circumstance or condition reflected thereby, and the Owners and public are hereby given notice regarding same:

- (a) Reference to Regulation 3.00d.(1)(L)(II),(C)(I). If Private Access to Remain Private or Access is in whole or part by Existing County Road.

(c)(I) If the developer's, subdivider's or owner's written easement agreement covering that portion or portions of the route accessing the subdivision that is to remain private does not satisfy the minimum design and construction requirements then in effect for county roads, e.g., the written easement right-of-way width is less than sixty feet, then there shall be placed on the plat a notice indicating that such access route may never qualify or become eligible for dedication as a county road to be maintained by Edwards County.

- (b) Reference to Plat Form 18-3.Ood(1)(L)(ii)(c)(I) of Regulations:

PRIVATE ACCESS ROAD TO SUBDIVISION.

NOTICE: Those portions of the access road(s) to this subdivision which are private, and not public, may not meet the minimum design and construction requirements currently in effect for county roads, such that said private roads may never qualify or become eligible for dedication as a county road to be maintained by Edwards County, and therefore such

maintenance may be perpetually the responsibility and cost of the users thereof.

- (c) Reference to Regulation 3.00d.(1)(L)(ii)(c)(II). If Private Access to Remain Private or Access is in whole or Part by Existing County Road.

(c)(II) If the developer, subdivider or owner is unable to provide a written county road dedication covering that portion or portions of the route accessing the subdivision that appears to be a county road, then there shall be placed on the plat a notice indicating that such county road has not been dedicated in writing to Edwards County and that the public status, as well as the duty of Edwards County to maintain such roads, may be subject to change through litigation or other action of governmental entities having jurisdiction over same.

- (d) Reference to Plat-Form 19-3.00d.(1)(L)(ii)(c)(II) of the Regulations

COUNTY ROAD ACCESS TO SUBDIVISION.

NOTICE: Those portions of the access road(s) to this subdivision which appear to be county roads have not been dedicated in writing to Edwards County and the public status, as well as the duty of Edwards County to maintain such road(s), may be subject to change through litigation or other action of governmental entities having jurisdiction over same.

10.02 COUNTY ROAD ACCESS TO SUBDIVISION.

NOTICE: Be advised that the access road(s) to this subdivision which appear to be county roads may in fact not have been dedicated in writing to Edwards County and the public status, as well as the duty of Edwards County to maintain such road(s), may be subject to change through litigation or other action of government entities having jurisdiction over same. Provided, however, private access easements as recorded are applicable to the Subject Property.

10.03 Plats: There is reserved unto Declarant, and Declarant's successors in interest and assigns, the right to plat and/or replat the property, as well as any property adjacent to the property owned by Declarant (whether at the date hereof or acquired in the future) and added to the subdivisions by Supplemental Declaration, and the Owners and Owners' Association formed herein do by acceptance of the Deed and benefit appoint and constitute the Declarant (and Declarant's successors and assigns as applicable) as their agent and attorney in fact for the purpose of planning, preparing and filing of plats and/or replats (including road and easement configuration) to meet and fulfill governmental regulations or requirements, including but not limited to the regulations of subdivisions and roads by Edwards County, Texas, and/or as may be required by the Texas Veteran's Land Board.

10.04 EASEMENTS RESERVED: There is reserved unto Declarant and Declarant's successors and assigns the right to the use of the Easement described herein for purposes of access, ingress and egress, and for the installation and maintenance of utilities, and as provided herein and granted otherwise regarding said Easement, to and for the benefit of and access to any adjacent property owned, now or in the future, by the Declarant or Declarant's successors and assigns. "Adjacent property" as used herein means the property which constitutes this subdivision phase or plat, or any property of Declarant owns or might own in the future adjacent to or in proximity to the original 10,892.22 acre tract. Provided, an Owner other than Declarant shall not grant an easement to third parties for access to lands not encompassed in Indian Creek Ranches Subdivisions without the consent of Declarant or Declarant's successors in interest. It is contemplated that Declarant will develop adjacent property and the easement will be necessary for the Owners of any future development. The Association and all Owners agree to grant to future owners of developed adjacent property all rights of access, ingress and egress, and the right of installation of utilities which they now acquire.

10.05 NOTICE. IT IS HEREBY EXPRESSLY AGREED AND UNDERSTOOD BETWEEN

THE DECLARANT, EACH AND EVERY MEMBER OF THE ASSOCIATION AND THE ASSOCIATION, THAT NEITHER THE DECLARANT, NOR ANY OWNER NOR THE ASSOCIATION HAS THE RIGHT TO REQUEST THE COUNTY OF EDWARDS, STATE OF TEXAS, TO SUPERVISE, CONTROL, CONSTRUCT OR MAINTAIN THE ROAD EASEMENT UNTIL SUCH TIME AS SAID ROAD EASEMENT HAS BEEN IMPROVED TO SUCH AN EXTENT THAT IT MEETS THE COUNTY SPECIFICATIONS FOR LIKE OR SIMILAR ROADS THAT ARE IN EXISTENCE AT THE TIME ANY SUCH REQUEST BE MADE.

10.06 The Declarant or any Owner shall have the right to enforce by any legal proceeding at law or in equity, as the case may be, all of the covenants, conditions, or restrictions now or hereafter imposed under or by virtue of the terms, conditions and provisions of this Declaration. Failure to enforce any covenant, condition or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter.

10.07 Invalidation of any one (1) or more covenants, conditions, or restrictions contained in this Declaration by judgment and/or court order and/or otherwise, as the case may be, shall in no way affect any of the other covenants, conditions, and restrictions herein contained and all such other covenants, conditions and restrictions herein contained shall remain in full force and effect.

10.08 The terms, conditions, and provisions of this Declaration shall run with and bind the subject property, and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any of the acreage which comprises the subject property, as the case may be, and their respective legal representatives, successors and assigns, and shall be effective for a period of twenty (20) years from the date of this Declaration, after which time the terms, conditions, and provisions of this Declaration shall be automatically extended for successive periods of ten (10) year.

10.09 The terms, conditions and provisions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners of the acreage which comprises the Subject Property and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners of the acreage which comprised the subject property.

10.10 This Declaration, and any of its terms, conditions and provisions, may be amended by the Declarant without joinder of any other party, including but not limited to Owners or Holders of any portion of the property, for four (4) years after filing hereof if said amendment does not materially affect the owners and serves (i) to correct a minor error or errors herein, and/or (ii) for the reasonable improvement of the Subdivisions. No amendment shall be effective until recorded in the Office of the County Clerk of Edwards County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

10.11 The liability of any Owner of any of the acreage which comprises the subject property for performance of any of the terms, conditions and provisions of this Declaration shall terminate upon sale and/or transfer and/or assignment and/or other divestiture, as the case may be, of said Owner's entire interest in and to his respective portion of any of the acreage which comprises the subject property with respect to any obligations arising from and after the date of such sale and/or transfer and/or assignment and/or other divestiture, as the case may be.

10.12 As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine and the neuter unless the context requires the contrary. All headings are not a part hereof and shall not affect the interpretation of any of the terms, conditions and provisions of this Declaration.

10.13 This Declaration, as well as any supplement or amendment thereto and any valid action or directive made under and by virtue of it, shall be binding upon the Declarant and the Owners of any of the acreage which comprises the subject property, their legal representatives, successors and assigns.

EXECUTED the 22 day of April, 2003.

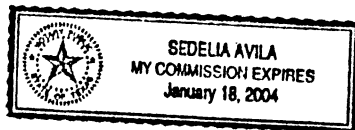
Declarant: HIGH COUNTRY LAND & CATTLE CO.,
a State of Texas Corporation.

By: [Signature]
WILLIAM C. COCKE, SR., President

THE STATE OF TEXAS §
COUNTY OF EDWARDS §

ACKNOWLEDGEMENT

This instrument was acknowledged before me on this 22 day of April, 2003 by WILLIAM C. COCKE, SR., President of HIGH COUNTRY LAND & CATTLE CO., a State of Texas Corporation, on behalf of said corporation.



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

After recording, please return to:
Rocksprings Abstract & Title Co.
PO Box 1062
Rocksprings, TX 78880

#1999-1-110A

[illegible]

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

§
§
§

Know All Persons By These Presents:

WHEREAS, HIGH COUNTRY LAND & CATTLE CO. a Texas Corporation, acting by and through it 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 manufacturers 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.

ARTICLE SIX

INDIAN CREEK RANCHES SUBDIVISIONS ROAD AND WATER WELL MAINTENANCE COMMITTEE AND WILDLIFE MANAGEMENT COMMITTEE

6.01 ROAD COMMITTEE: (a) There is hereby created and activated the INDIAN CREEK RANCHES SUBDIVISIONS ROAD AND WATER WELL MAINTENANCE COMMITTEE for the purpose of supervising, controlling, constructing and maintaining the road easement(s), including the mining of road material on the property from existing pits, and maintaining, repairing or replacing the water wells and non-potable water distribution system located or to be located on the property and for the further purpose of performing such other duties and responsibilities as are allocated to it under any of the other terms, conditions and provisions of this Declaration. The Committee is also given the authority to enforce this Declaration in any manner it deems appropriate and to act for the best interest of the INDIAN CREEK RANCHES subdivisions in Edwards County, Texas. The initial member of the Committee shall be Declarant's President, William C. Cocke, Sr., or his successor in office. Thereafter, and upon the sale of all of the acreage comprising the property, the Committee shall be composed of three (3) members chosen by the Association as hereinafter provided. If any one (1) or more of the Committee members fails, refuses or is unable to serve, the remaining members are hereby authorized to and shall appoint a person or persons as replacement members prior to and as a condition precedent to the next meeting of the committee. In the event all of the Committee members fail, refuse or are unable to serve, then the Association shall elect a new Committee.

(b) Declarant hereby reserves and imposes a blanket easement on the property for purposes of the water distribution system.

(c) Water wells installed by individual owners of the tracts within the subdivisions shall be solely the property, and shall be subject to the sole and absolute possession, use and control, of such owners.

6.02 WILDLIFE COMMITTEE: (a) There is hereby created and activated the INDIAN CREEK RANCHES SUBDIVISIONS WILDLIFE MANAGEMENT COMMITTEE. The Wildlife Committee shall have all necessary power and authority to assist 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. The Wildlife Committee is also created for the further purposes of performing such other duties and responsibilities as are allocated to it under any of the other terms, conditions and provisions of this Declaration and is authorized to engage in such other wildlife management activities as the Association may determine from time to time to be in the best interest of the property and the Owners. The Wildlife Committee is also given the authority to enforce this Declaration in any manner it deems appropriate and to act for the best interest of INDIAN CREEK RANCHES subdivisions in Edwards County, Texas. The initial member of the Committee shall be Declarant's President, William C. Cocke, Sr., or his successor in office. Thereafter, and upon the sale of all of the acreage comprising the property, the Committee shall be composed of three (3) members chosen by the Association as hereinafter provided. If any one (1) or more of the Committee members fails, refuses or is unable to serve, the remaining members are hereby authorized to and shall appoint a person or persons as replacement members prior to and as a condition precedent to the next meeting of the committee. In the event all of the Committee members fail, refuse or are unable to serve, then the Association shall elect a new Committee.

(b) All Owners, as mandatory Members of the Association, shall be bound by the wildlife management provisions of this Declaration, and any by-laws or other rules hereafter adopted by the

Association pertaining to wildlife management, until such time as the sole Owner or all the Owners of a tract, as the case may be, "opt out" of or elect to not participate in the wildlife management provisions of this Declaration and the Association's by-laws or other rules. An election to "opt-out" or to not participate in said provisions by a sole Owner, or all the Owners, as the case may be, of a tract may be effected by such Owner or Owners giving written notice to the Association. Construction of a high, deer proof fence enclosing a tract shall automatically disqualify a tract from participation in said provisions and plan so long as the fence remains in place. The Owner or Owners of a tract that has previously "opt-ed out" of the Association's wildlife program, or whose tract has been disqualified from participation for any reason, may rejoin and again participate in said wildlife program and plan upon application to the Association and satisfaction of such requirements as may hereafter be adopted by the Association.

(c) The Association, through its by-laws, shall provide such other requirements and rules with respect to wildlife management as may be necessary to carry out the purposes and intent of the wildlife management provisions of this Declaration and to accomplish such other wildlife management goals as may be determined by the Association to be in the best interest of the property and its various owners.

(d) **SEPARATE ASSOCIATIONS:** If necessary to carry out the purposes and intent of this Declaration with respect to wildlife management, or if found by the Declarant or the Association (including the initial Association) to be necessary for the protection of the value and desirability of the property, the "Landowners and Wildlife Management Association" may be divided into two separate associations, with one having responsibility for wildlife management (the "Wildlife Association") and the other to have responsibility for all other matters under this Declaration and any matters corresponding thereto or inherent therein (the "Landowners Association"). The persons or entities making the decision to so divide the Association are authorized to place reasonable limitations and requirements on the formation of the resulting associations as may be necessary for their efficient management and administration and the furtherance of the purposes and intent of this Declaration.

ARTICLE SEVEN

INDIAN CREEK RANCHES SUBDIVISIONS LANDOWNERS AND WILDLIFE MANAGEMENT ASSOCIATION

7.01 **LANDOWNER & WILDLIFE MANAGEMENT ASSOCIATION:** There is hereby created and established the INDIAN CREEK RANCHES SUBDIVISIONS LANDOWNERS AND WILDLIFE MANAGEMENT ASSOCIATION. Each Owner shall be a Member of the Association. By the acceptance of a Deed to any portion of the acreage comprising the subject property, the Owner thereof personally agrees to be and becomes a Member of the Association and agrees to be and becomes bound and obligated by the terms, conditions and provisions of this Declaration. The Association shall be activated at such time as may be determined by the Declarant in its sole and absolute discretion, but in no event shall such Association be activated later than thirty (30) days following the date that the Declarant has sold all of the acreage comprising the subject property. A meeting of all of the Members of the Association shall be called within thirty (30) days following the date of the activation of the Association for the purpose of electing a new INDIAN CREEK RANCHES SUBDIVISIONS ROAD AND WATER WELL MAINTENANCE COMMITTEE and conducting such other business as may be properly brought before such meeting. The Association shall not be incorporated but shall act by simple majority vote in accordance with the terms, conditions and provisions of this Declaration; provided, however, should a majority of the owners so elect for good cause, then the Association may become a corporation under the Texas Non-Profit Corporation Act, subject to its Articles and By-laws being substantially in compliance with the terms hereof.

7.02 **PRELIMINARY ACTIVATION OF ASSOCIATION:** (a) At Declarant's sole and absolute

discretion, at any time prior to the date Declarant has sold all of the acreage comprising the property, Declarant may declare the Association to be activated for such preliminary, organizational, or emergency purposes as Declarant may determine to be in the best interest of the property or its Owners. In such case, at Declarant's sole and absolute discretion, Declarant may declare itself or its representative to be the sole, acting, initial member of the Association and no other Owner shall be allowed to vote or take any other action allowed customarily or by law to a member of an association.

(b) Said initial acting member shall have all of the powers and authority of the entire membership, including, but not limited to:

- (i) the sole right to vote for the election of an initial board of directors (including electing itself or its representative as sole member of the board), and which initial board may be comprised of only one person;
- (ii) the right, either as a member or a member of the board, to appoint members to the Association's various committees, to activate such committees, and to establish, activate and appoint members to committees other than those expressly established herein, with said committees having all powers and authority as may be necessary to carry out the purposes and intent of this declaration and to protect the value and desirability of the property.

(c) Said initial Association, through its duly appointed agent, shall have full power and authority to enter into and bind itself to contracts, which shall in turn be binding upon the final or formal Association once it is fully activated.

(d) Said initial Association may be activated by Declarant under this section 7.02 providing written notice to at least one Owner (other than Declarant) of each tract comprising the property. Said notice shall substantially contain the following language:

"TO ALL OWNERS OF TRACTS WITHIN INDIAN CREEK RANCHES
SUBDIVISIONS IN EDWARDS COUNTY, TEXAS:

Please be advised that High Country Land & Cattle Company, the developer of Indian Creek Ranches Subdivisions, hereby provides you with formal notice that it has activated the initial "Landowners and Wildlife Management Association" for Indian Creek Ranches Subdivisions under section 7.02 of the amended restrictions covering the subdivisions. Activation of the initial Association is done for preliminary, organizational or emergency purposes to protect the value and desirability of the property within the subdivisions. The initial Association is being activated for the following reason: (insert reason, e.g., to facilitate the meeting of filing deadlines and to take other actions precedent to maintaining agricultural use or other favorable tax valuation of the property).

[Add as applicable:] Pursuant to that section, the Company hereby names and appoints itself, acting through its president, WILLIAM C. COCKE, SR., or his successor in office, as the sole acting, initial member of the initial Association, with all the powers and authority provided in said section. Other Owners of tracts within Indian Creek Ranches are not acting members of the initial Association, but shall become full members of the formal Association, once it is activated, as provided in said amended restrictions.

(e) FORMAL ASSOCIATION TO BE ACTIVATED: Once the initial Association is activated as provided in this section 7.02, the final and formal Association must be activated, with corresponding full membership rights to all Owners of acreage comprising the property, no later than two years from the

date of activation of the initial Association, regardless of whether Declarant has sold all of its acreage within the property.

ARTICLE EIGHT

ASSESSMENTS OR CHARGES

8.01 Annual Assessments. (a) Each tract which comprises the property is subject to an annual road, water well, and waterline maintenance assessment or charge, as follows: Each Owner authorizes the Declarant, and Declarant's successors in interest and assigns, including the Road Committee, to improve and maintain the easement(s), and to maintain, repair and replace, if necessary, the water wells located or to be located on the property and the waterline laid or to be constructed throughout the property. Further, the Declarant, and the Association (when formed), is authorized to assess and charge each tract owner a fee of Two and No/100 Dollars (\$2.00) per acre per year, not to exceed \$300.00 per year. Such charge shall not be assessed against the Declarant or Declarant's successors and assigns. Such charge shall be made by direct billing to each property owner. If any property Owner refuses or fails to pay the charge when due, then at Declarant's option, Declarant may deduct the charge from payments made by the property Owner on any purchase money promissory note owing by property owner to Declarant, and any such charge so deducted will not be credited to the payment on the balance owing on any such promissory note, principal or interest. The maintenance charge, if not paid within 60 days from the date of the billing date, will become a lien against the tract so assessed, and the enforcement of the lien will be made according to the provisions contained herein and as allowed by law. The annual charge may be increased annually by majority vote of the Committee, provided, said increase may not exceed ten percent (10%) without a majority vote of the votes entitled to be cast at a meeting of the Association called for that purpose.

(b) If such annual maintenance charge is not paid within the 60 day period, then the annual maintenance charge shall be deemed delinquent and shall bear interest at the amount of ten percent (10%) per annum. As used in this Declaration, the terms "annual assessment" and "maintenance charge" shall be considered to be the same.

8.02 Special Assessments. In addition to the annual assessments authorized above, and subject to the assent of fifty-one percent (51%) of Owners voting in person or by proxy at a meeting called for that purpose, the Association may levy, only as provided herein, in any assessment year, a single special assessment applicable to that year only for the purpose of defraying, in whole or in part, the expense and cost of any construction, renewal, maintenance, repair and replacement of the Easement(s), the water well, the waterline and for any other purpose as may be deemed necessary or desirable by the Association to maintain, operate or improve the subdivisions in the manner which it considers to be the greatest benefit to the Owners. Notice of the meeting called for this purpose shall be sent to all Owners not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting, with the meeting to be held in Edwards County, Texas, on the date and at the time and place specified in the notice. Any such special assessment or charge, as the case may be, must be fixed at a uniform rate for all of the acreage comprising the subject property.

ARTICLE NINE

OBLIGATIONS OF THE OWNERS

9.01 Payment of Assessments. Each Owner of any portion of the acreage which comprises the subject property covenants and agrees, by acceptance of a Deed to any such acreage or tract, to pay to the Association an annual assessment or charge each year, as the case may be, as well as any special assessment duly authorized. The annual assessment and/or special assessment or charge, together with interest, cost and reasonable attorneys fees, shall, to the full extent permitted by law, be a charge against

and a lien upon that portion of the acreage which comprises the subject property owned or held by each respective Owner and shall be a continuing lien upon that portion of the acreage which comprises the subject property against which such annual assessment or charge, as the case may be, is made. Each such annual assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person or entity who was the Owner of that portion of the acreage which comprises the subject property against which such assessment is made at the time such assessment or charge, as the case may be, was due. The various committees are expressly authorized to collect and administer all assessments or charges established by these Declarations or any duly adopted future by-laws of the Association and for which a particular committee is given responsibility.

9.02 Lien for Annual Assessment or Charge. The lien for any assessment or charge, as the case may be, shall be subordinate to the lien created by any superior mortgage securing a purchase money or improvement loan. The sale or transfer, as the case may be, of any portion of the acreage which comprises the subject property shall not affect the assessment or charge, as the case may be, lien and such sale or transfer, as the case may be, shall be subject to such lien. No sale or transfer, as the case may be, shall relieve the Owner of any portion of the acreage which comprises the Subject Property against which such assessment or charge, as the case may be, is made from individual liability for the assessment or charge, as the case may be, made during the period of his, her, their, or its ownership and extinguishment of the lien shall not relieve such Owner of his, her, their or its personal obligation and liability. No lien for any assessment or charge, as the case may be, shall be impressed against any portion of the acreage which comprises the subject property as long as the Veterans Land Board of the State of Texas holds record title thereto; provided, however, that this only applies to purchases made under The Veterans Land Board of the State of Texas Program.

ARTICLE TEN

NOTICE AND RESERVATION, AND SPECIAL PROVISIONS

10.01 Pursuant to the Edwards County Comprehensive Regulations for the Subdivision of Land, as amended, and in lieu of placing same on the original plat as filed (or in addition to inserting same on the Subdivision Plat), the conveyance herein is subject to and shall be subject to the following regulations and/or notices, including any circumstance or condition reflected thereby, and the Owners and public are hereby given notice regarding same:

- (a) Reference to Regulation 3.00d.(1)(L)(II),(C)(I). If Private Access to Remain Private or Access is in whole or part by Existing County Road.

(c)(I) If the developer's, subdivider's or owner's written easement agreement covering that portion or portions of the route accessing the subdivision that is to remain private does not satisfy the minimum design and construction requirements then in effect for county roads, e.g., the written easement right-of-way width is less than sixty feet, then there shall be placed on the plat a notice indicating that such access route may never qualify or become eligible for dedication as a county road to be maintained by Edwards County.

- (b) Reference to Plat Form 18-3.Ood(1)(L)(ii)(c)(I) of Regulations:

PRIVATE ACCESS ROAD TO SUBDIVISION.

NOTICE: Those portions of the access road(s) to this subdivision which are private, and not public, may not meet the minimum design and construction requirements currently in effect for county roads, such that said private roads may never qualify or become eligible for dedication as a county road to be maintained by Edwards County, and therefore such

maintenance may be perpetually the responsibility and cost of the users thereof.

- (c) Reference to Regulation 3.00d.(1)(L)(ii)(c)(II). If Private Access to Remain Private or Access is in whole or Part by Existing County Road.

(c)(II) If the developer, subdivider or owner is unable to provide a written county road dedication covering that portion or portions of the route accessing the subdivision that appears to be a county road, then there shall be placed on the plat a notice indicating that such county road has not been dedicated in writing to Edwards County and that the public status, as well as the duty of Edwards County to maintain such roads, may be subject to change through litigation or other action of governmental entities having jurisdiction over same.

- (d) Reference to Plat-Form 19-3.00d.(1)(L)(ii)(c)(II) of the Regulations

COUNTY ROAD ACCESS TO SUBDIVISION.

NOTICE: Those portions of the access road(s) to this subdivision which appear to be county roads have not been dedicated in writing to Edwards County and the public status, as well as the duty of Edwards County to maintain such road(s), may be subject to change through litigation or other action of governmental entities having jurisdiction over same.

10.02 COUNTY ROAD ACCESS TO SUBDIVISION.

NOTICE: Be advised that the access road(s) to this subdivision which appear to be county roads may in fact not have been dedicated in writing to Edwards County and the public status, as well as the duty of Edwards County to maintain such road(s), may be subject to change through litigation or other action of government entities having jurisdiction over same. Provided, however, private access easements as recorded are applicable to the Subject Property.

10.03 Plats: There is reserved unto Declarant, and Declarant's successors in interest and assigns, the right to plat and/or replat the property, as well as any property adjacent to the property owned by Declarant (whether at the date hereof or acquired in the future) and added to the subdivisions by Supplemental Declaration, and the Owners and Owners' Association formed herein do by acceptance of the Deed and benefit appoint and constitute the Declarant (and Declarant's successors and assigns as applicable) as their agent and attorney in fact for the purpose of planning, preparing and filing of plats and/or replats (including road and easement configuration) to meet and fulfill governmental regulations or requirements, including but not limited to the regulations of subdivisions and roads by Edwards County, Texas, and/or as may be required by the Texas Veteran's Land Board.

10.04 EASEMENTS RESERVED: There is reserved unto Declarant and Declarant's successors and assigns the right to the use of the Easement described herein for purposes of access, ingress and egress, and for the installation and maintenance of utilities, and as provided herein and granted otherwise regarding said Easement, to and for the benefit of and access to any adjacent property owned, now or in the future, by the Declarant or Declarant's successors and assigns. "Adjacent property" as used herein means the property which constitutes this subdivision phase or plat, or any property of Declarant owns or might own in the future adjacent to or in proximity to the original 10,892.22 acre tract. Provided, an Owner other than Declarant shall not grant an easement to third parties for access to lands not encompassed in Indian Creek Ranches Subdivisions without the consent of Declarant or Declarant's successors in interest. It is contemplated that Declarant will develop adjacent property and the easement will be necessary for the Owners of any future development. The Association and all Owners agree to grant to future owners of developed adjacent property all rights of access, ingress and egress, and the right of installation of utilities which they now acquire.

10.05 NOTICE. IT IS HEREBY EXPRESSLY AGREED AND UNDERSTOOD BETWEEN

THE DECLARANT, EACH AND EVERY MEMBER OF THE ASSOCIATION AND THE ASSOCIATION, THAT NEITHER THE DECLARANT, NOR ANY OWNER NOR THE ASSOCIATION HAS THE RIGHT TO REQUEST THE COUNTY OF EDWARDS, STATE OF TEXAS, TO SUPERVISE, CONTROL, CONSTRUCT OR MAINTAIN THE ROAD EASEMENT UNTIL SUCH TIME AS SAID ROAD EASEMENT HAS BEEN IMPROVED TO SUCH AN EXTENT THAT IT MEETS THE COUNTY SPECIFICATIONS FOR LIKE OR SIMILAR ROADS THAT ARE IN EXISTENCE AT THE TIME ANY SUCH REQUEST BE MADE.

10.06 The Declarant or any Owner shall have the right to enforce by any legal proceeding at law or in equity, as the case may be, all of the covenants, conditions, or restrictions now or hereafter imposed under or by virtue of the terms, conditions and provisions of this Declaration. Failure to enforce any covenant, condition or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter.

10.07 Invalidity of any one (1) or more covenants, conditions, or restrictions contained in this Declaration by judgment and/or court order and/or otherwise, as the case may be, shall in no way affect any of the other covenants, conditions, and restrictions herein contained and all such other covenants, conditions and restrictions herein contained shall remain in full force and effect.

10.08 The terms, conditions, and provisions of this Declaration shall run with and bind the subject property, and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any of the acreage which comprises the subject property, as the case may be, and their respective legal representatives, successors and assigns, and shall be effective for a period of twenty (20) years from the date of this Declaration, after which time the terms, conditions, and provisions of this Declaration shall be automatically extended for successive periods of ten (10) year.

10.09 The terms, conditions and provisions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners of the acreage which comprises the Subject Property and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners of the acreage which comprised the subject property.

10.10 This Declaration, and any of its terms, conditions and provisions, may be amended by the Declarant without joinder of any other party, including but not limited to Owners or Holders of any portion of the property, for four (4) years after filing hereof if said amendment does not materially affect the owners and serves (i) to correct a minor error or errors herein, and/or (ii) for the reasonable improvement of the Subdivisions. No amendment shall be effective until recorded in the Office of the County Clerk of Edwards County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained.

10.11 The liability of any Owner of any of the acreage which comprises the subject property for performance of any of the terms, conditions and provisions of this Declaration shall terminate upon sale and/or transfer and/or assignment and/or other divestiture, as the case may be, of said Owner's entire interest in and to his respective portion of any of the acreage which comprises the subject property with respect to any obligations arising from and after the date of such sale and/or transfer and/or assignment and/or other divestiture, as the case may be.

10.12 As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine and the neuter unless the context requires the contrary. All headings are not a part hereof and shall not affect the interpretation of any of the terms, conditions and provisions of this Declaration.

10.13 This Declaration, as well as any supplement or amendment thereto and any valid action or directive made under and by virtue of it, shall be binding upon the Declarant and the Owners of any of the acreage which comprises the subject property, their legal representatives, successors and assigns.

EXECUTED the _____ day of _____, 2003.

Declarant: HIGH COUNTRY LAND & CATTLE CO.,
a State of Texas Corporation.

By: _____
WILLIAM C. COCKE, SR., President

THE STATE OF TEXAS §

ACKNOWLEDGEMENT

COUNTY OF EDWARDS §

This instrument was acknowledged before me on this _____ day of _____,
200____ by WILLIAM C. COCKE, SR., President of HIGH COUNTRY LAND & CATTLE CO., a
State of Texas Corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

After recording, please return to:

Rocksprings Abstract & Title Co.
PO Box 1062
Rocksprings, TX 78880

#1999-1-110A