

Cedar Creek Ranch Inc

TO

Public, The

Restrictions or Dedication

Instrument Date: 02/13/95

File Date: 04/10/95

Recorded: Vol- 126 Pages 408 - 427

Terrell County

Deed Records

CEDAR CREEK RANCH

TERRELL COUNTY, TEXAS

DECLARATION OF RESERVATIONS, COVENANTS,

CONDITIONS AND RESTRICTIONS

STATE OF TEXAS

COUNTY OF TERRELL

This DECLARATION, made on the date hereinafter set forth by CEDAR CREEK RANCH, INC., a Texas corporation, hereinafter referred to as "Declarant":

W I T N E S S E T H:

WHEREAS, Declarant owns certain real property known as Cedar Creek Ranch located in Terrell County, Texas and more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Property");

WHEREAS, Declarant believes that is in the best interest of any person who may purchase any portion of the Property that there be established and maintained a uniform plan for the use of such Property and collection and management of assessments;

WHEREAS, Declarant desires to subject the Property to the covenants, easements, restrictions, charges and liens imposed in this Declaration in order (1) to provide funds for the purposes as herein provided, (2) to grant rights, easements and privileges relating to the use of certain property and property rights subject to the conditions set forth herein, and (3) to establish restrictions as set forth herein;

NOW, THEREFORE, Declarant hereby declares that the Property specifically described on Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding upon all parties having any rights, title or interest in the described Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Association shall mean and refer to the CEDAR CREEK RANCH OWNERS' ASSOCIATION, INC. or a similarly named ranch owners' association as formed under Article III of this Declaration.

Board of Directors also referred to as "Board" shall mean and refer to the Board of Directors so elected by the Association.

Declarant shall mean and refer to CEDAR CREEK RANCH, INC., its successors and assigns.

Declaration shall mean and refer to this Declaration of Reservations, Covenants, Conditions and Restrictions as the same may from time to time be supplemented or amended in the manner provided in this Declaration.

Mortgagor shall mean and refer to:

- (1) a person or an entity who takes title to the property under a Warranty Deed with Vendor's Lien and subject to a Note;
- (2) the heirs, successors and assigns of a person or entity who takes title to the property under a Warranty Deed with Vendor's Lien and subject to a Note.

Owner shall mean and refer to a person who holds title to the surface of a tract(s).

Person shall mean a natural person, a corporation, a partnership, trustee, or other legal entity.

Property is the Cedar Creek Ranch subdivision and is more particularly described on Exhibit "A" attached to this Declaration.

Purchaser shall mean and refer to:

- (1) a person who enters into an Agreement for Deed with "Seller" for the purchase of a "Tract";

(2) the heirs, successors or assigns of the person who enters into an Agreement for Deed with "Seller" for the purchase of a "Tract";

(3) a person who takes title to a "Tract" under a Warranty Deed or a Warranty Deed with Vendor's Lien;

(4) the heirs, successors or assigns of the person who takes title to a "Tract" under a Warranty Deed or a Warranty Deed with Vendor's Lien.

Ranch Road shall mean and refer to the road that shall provide access to all "Tracts" as situated on the "Property" and shown on the Cedar Creek Ranch Subdivision plat as recorded in the Official Deed Records of Terrell County, Texas.

Seller shall mean and refer to CEDAR CREEK RANCH, INC., a Texas Corporation, its successors and assigns.

Tract shall mean and refer to any parcel of land as is shown upon the Cedar Creek Ranch Subdivision plat of the Property as recorded in the Official Deed Records of Terrell County, Texas;

Water well shall mean and refer to the existing water well situated on the tract known as the Headquarters tract and all troughs and tanks that feed from said Water Well.

ARTICLE II

Property Rights

Section 1. Use of Ranch Road. Declarant and Purchaser shall have a right and easement of enjoyment in and to the Ranch Road for ingress and egress to each Purchaser's tract subject to the following provisions:

A. The right of Declarant to make, publish and enforce reasonable Rules and Regulations for the use of the Ranch Road;

B. The right of Declarant to contract for the repair and maintenance of the Ranch Road.

C. Ranch Roads shall not provide access to property or subdivisions adjacent to Cedar Creek Ranch without the written consent of Declarant. A breach of

this covenant shall subject the offender to a claim for damages that may be incurred as a result of such breach. A showing that access to adjacent property exists on a tract shall be prima facie evidence of a breach of this covenant. Damages accruing pursuant to this paragraph shall create a lien that is subject to the terms described in Article IV of this Declaration.

Section 2. Use of Water from the Cedar Creek Ranch Water Well. The Cedar Creek Ranch Water Well (hereinafter the "Water Well"), located on the Tract known as the "Headquarters," shall be used for the sole purpose of providing water for wild animals that are upon the Property. The Property is inhabited by a number of wild animal species and it is desirable to provide water to sustain these species and thus the Water Well shall be subject to the following provisions:

A. The limitation that the Purchasers may not use, take or redirect water from the Water Well;

B. The right of Declarant to contract for the repair and maintenance of the Water Well.

ARTICLE III

Cedar Creek Ranch Owners' Association

Section 1. Formation of a Property Owners' Association. Purchasers and/or Declarant may form a property owners' association. The name of the property owners' association shall be Cedar Creek Ranch Owners' Association, Inc. if the name is legally available at the time of its formation or if not available, a suitable name. At such time as the Association is organized, the persons organizing said Association shall give not less than ten (10) days written notice to Declarant and all purchasers of the time, date and place of a meeting to be held for the purpose of organizing the property owners' association. Notices shall be in writing and effective when mailed to the Declarant or Purchaser at the last known address that appears on the records of Cedar Creek Ranch, Inc. A majority of votes (as described in Article III, Section 1, paragraph 2) cast by the Declarant and Purchasers in attendance at such meeting or by written proxy shall be sufficient to transact business at such meeting. The Association shall be organized according to the following guidelines:

A. **Members.** Declarant and every Purchaser of a Tract shall be a member of the Association. Membership shall be appurtenant to and may not be

separated from purchase under Agreement for Deed or ownership of any Tract. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate.

B. Voting Rights. The Association shall have two classes of voting memberships.

Class A. Class A members shall be all Purchasers with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each Tract owned. When more than one person shall hold an interest in any Tract, all such persons shall be members. The vote for such Tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Tract owned by Class A members.

Class B. Class B members shall be those individuals or entities who are herein defined as Declarant, and for each Tract owned they shall be entitled to three (3) votes on each matter coming before the Association at any meeting or otherwise. Once a Tract is sold by Agreement for Deed or by Deed, as the case may be, to an individual or individuals who would be classified as Class A members, the three votes attached to that Tract shall be extinguished and the Purchaser shall be entitled to vote as a Class A member. All Class B memberships shall cease and be automatically converted into Class A memberships on the first to occur of the following events:

(i) Upon the date Declarant no longer owns an interest in the surface of the Property; or

(ii) Upon the date Declarant shall file with the Association written notice of its desire to convert its membership to Class A membership.

C. Articles of Incorporation and Bylaws. The Articles of Incorporation and the Bylaws of the Association shall set out the powers, duties and obligations of the Association. In the case of any conflict between this Declaration and subsequent Articles of Incorporation and Bylaws, this Declaration will control.

D. Assignment of Interest. Upon the creation and organization of the Association as a non-profit corporation, or otherwise, Declarant shall transfer and assign to the Association (1) the current balance of the collected assessments, if any, and (2) Declarant's power, authority and obligation to maintain the Ranch Roads and Water Well, collect assessments, and perform any acts as set out in this Declaration (the

"Assignment"). The Assignment shall be recorded in the Official Deed Records of Terrell County, Texas. Thereafter, the Association shall have the power, authority and obligation to maintain the Ranch Roads and Water Well, collect assessments, perform any acts to be performed by Declarant as set out in this Declaration and enforce the restrictive covenants pursuant to Texas Property Code §202.001 et seq. Upon Declarant's aforesaid assignment, Declarant shall have no further obligation to the purchasers or the subdivision for the maintenance and repair of the Ranch Roads and Water Well, for the determination or collection of assessments, or for any other acts or obligations set out in this Declaration.

E. Duty to Accept Property or Property Rights Transferred by Declarant. The Association shall accept title to any property or property right transferred to the Association by Declarant, together with the responsibility to perform any and all administrative functions associated with ownership (the "functions"), provided that such transfer and functions are not inconsistent with the terms of this Declaration.

ARTICLE IV

Covenants for Common Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Tract owned or being purchased under Agreement for Deed within the Property, hereby covenants, and each Purchaser of any Tract by acceptance of a Deed therefor or by execution of an Agreement for Deed, whether or not it shall be so expressed in either document, is deemed to covenant and agree to pay to Declarant an annual assessment or charge, such assessment to be established and collected as hereinafter provided. Notwithstanding any provision in this Declaration, the assessment or a lien for assessment shall not be charged against Declarant, individually, nor against tracts held by Declarant that are not subject to an Agreement for Deed or purchase agreement.

A. Lien for Assessments. The annual assessment, together with interest, costs and reasonable attorneys' fees, shall be a charge on each Tract, subject to the terms of this Declaration, which charge shall be secured by a continuing lien upon the Tract against which each such assessment is made permitting Declarant such rights, but no duty, to enforce said lien as may be set forth in §51.002 of the Texas Property Code as amended from time to time. Declarant shall, whenever it proceeds with non-judicial foreclosure under the provisions of § 51.002 of the Texas Property Code, designate, in writing, a Trustee to post or cause to be posted all required notices of such foreclosure

sale and to conduct such foreclosure sale. Trustee shall convey such subject Tract to the highest bidder for cash by Warranty Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by Declarant in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to Declarant an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Tract foreclosed shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

B. Personal Obligation for Assessments. Additionally, each such assessment, together with interest costs and reasonable attorneys' fees shall be the personal obligation of the person who was the Purchaser of such Tract at the time when the assessment fell due and collectable by judicial decree. The personal obligation for delinquent assessments shall not pass to any Purchaser's successors in title unless expressly assumed by them.

Section 2. Notice of Lien. In addition to the right of Declarant to enforce the Assessment levied hereunder, Declarant may file a claim or lien against the Tract of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have accrued thereon, (d) the legal description and street address of the Tract against which the lien is claimed and (e) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of Declarant or other duly authorized agent of Declarant. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequently to the filing of the Notice of Lien have been fully paid or satisfied, Declarant shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee to cover the preparation and recordation of such release of lien instrument.

Section 3. Purpose of Assessments. The assessments levied by Declarant shall be used exclusively for

A. the creation, improvement, operation, administration, management, preservation, maintenance and repair of a Ranch Road and the Water Well and any part thereof and the payment of all expenses and obligations lawfully incurred by Declarant in connection with the Ranch Road and Water Well; and

B. such other purposes as determined by Declarant that are reasonably related to the common good of the subdivision.

Section 4. Amount of Annual Assessment. The amount of Annual Assessments shall be determined and fixed each year by Declarant. It is understood that Declarant's determination in establishing annual assessments and in the expenditure of said funds, shall be final and conclusive so long as said judgment is exercised in good faith.

Section 5. Uniform Rate of Assessment. Each Tract shall be assessed an annual assessment equally and uniformly, regardless of size, EXCEPT (as provided above in Article IV, §1) the assessment shall not be assessed against Declarant, individually, or against any tracts held by Declarant that are not subject to an Agreement for Deed or purchase agreement.

Section 6. Date of Commencement of Annual Assessments by Declarant. The annual assessments provided for herein shall commence as to all Tracts on the date fixed by Declarant to be the date of commencement. The Declarant shall fix the amount of the annual assessment against each Tract at least thirty (30) days in advance of each annual assessment period and send written notice of the annual assessment to every Purchaser. The due dates shall be established by Declarant. Declarant shall, upon demand, furnish a certificate signed by an officer of the Cedar Creek Ranch, Inc. setting forth whether the assessments on a specific tract have been paid. The holder of any first mortgage on a Tract, the governmental insurer or guarantor of such mortgage and, after the formation of the Association, Declarant shall be furnished with notice of any delinquency in the payment of assessments relating to such Tract which remains uncured for a period of sixty (60) days.

Section 7. Effect of Non-Payment of Assessments: Remedies.

A. Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10% per annum or such higher rate as may lawfully be set by Declarant. Declarant may bring an action at law or in equity against a Purchaser personally obligated to pay the same or foreclose the lien against an Owner's Tract (collectively referred to as the "claim") or exercise any other rights it may have at law or in equity. Interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of such assessment or charge. Each Purchaser, by his acceptance of a deed to a Tract or acceptance of an Agreement for Deed, hereby expressly vests in Declarant, or its agents, the rights and power to bring all charges to enforce the aforesaid claim by all methods available. The claim provided

for in this Section shall be in favor of Declarant and shall be for the benefit of the subdivision.

B. Waiver. No Purchaser may waive or otherwise escape liability for the assessments provided for herein by non-use of the Ranch Road.

Section 8. Subordination of the Lien to Mortgages. The Lien securing payment of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any Tract to secure the payment of the monies advanced and used for the purpose of purchasing and/or improving such Tract. Sale or transfer of any Tract pursuant to a mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Upon a forfeiture under a Contract for Deed entered into by Declarant, no lien is established on a Tract as provided in Article IV, §1, but Purchaser's liability for payment of assessments (as provided in Article IV, §1B) shall not be extinguished. No sale or transfer shall relieve such Tract from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

Maintenance and Repairs

Section 1. Purchaser's Responsibility. The maintenance, care and upkeep of each Tract shall be the sole responsibility of the Purchaser thereof.

Section 2. Declarant's Responsibility. Declarant's responsibility for maintenance, care and upkeep shall be limited to maintaining the Ranch Roads, Water Well and any other responsibility as specifically noted in this Declaration.

ARTICLE VI

Resubdivision of Tracts

No Purchaser, with the exception of Declarant, shall be permitted to resubdivide his Tract(s) into smaller Tracts. Declarant may, at any time, and without the consent of any Purchaser or the subsequently formed Association or any of the Association's committees, resubdivide any of the Tract(s) owned by it into smaller lots. Each Purchaser, by entering into an agreement to purchase its Tract(s) shall be deemed to have

granted to Declarant, his power of attorney to consent to any such resubdivision of Tracts for the purpose of satisfying all statutory requirements relating to the resubdivision of platted property.

ARTICLE VII

Use Restrictions

The use restrictions hereinafter set forth shall be deemed established in each Agreement for Deed or conveyance by Deed of a Tract by the Declarant to a Purchaser whether or not specifically stated therein. The Tracts, the Ranch Roads and the Water Well shall be used as follows:

Section 1. Obstruction of Ranch Road. There shall be no obstruction of the Ranch Road. Nothing shall be stored on the Ranch Road without written consent of the Board of Directors.

Section 2. Nuisances. No noxious, offensive, unlawful or immoral use, trade or activity shall be carried on upon any Tract, or the Ranch Road, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Purchasers or property owners.

Section 3. Swine. No swine shall be raised, bred or kept on any Tract for commercial purposes.

Section 4. Livestock Fences. All livestock shall be retained by adequate fences on Purchaser's property.

Section 5. Garbage and Refuse Disposal. No Tract shall be used or maintained as a dumping ground for rubbish and/or junk cars.

Section 6. Use of Ranch Road. No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained by any individual Purchaser upon any Ranch Road. No Ranch Road may be used by Purchaser except for ingress and egress.

Section 7. Firearms. No discharging any firearms from any road easement.

Section 8. Deer Blind. No deer blind shall be placed within 150 feet of any road easement or any property line.

Section 9. Mobile or Modular housing. All mobile or modular housing placed upon the property shall be skirted within ninety (90) days from placement on the property.

Section 10. Trespassing. No trespassing for any purpose will be allowed on lands owned by other parties, or on property owned by Declarant.

Section 11. Game Laws. No violation of game laws by Purchaser or any member of Purchaser's family or any invitee by Purchaser shall be allowed.

ARTICLE VIII

Reservations & Easements

The reservations and easements hereinafter set forth shall be deemed excepted and reserved in each Agreement for Deed or transfer by Deed of a Tract by the Declarant to a Purchaser whether or not specifically stated therein. Any conveyances of Property shall be subject to the following reservations and easements:

Section 1. Easements. Easements across said property for access to all Tracts are reserved by and for Declarant. Declarant may convey title to said easements to the public, the subsequently formed Association or such entity as Declarant, in its sole discretion, deems advisable.

Section 2. Utility Easements. While the Declarant does not intend to provide utilities of any type to the individual tracts within the subdivision, all road easements, as described on the Plat, are also dedicated as utility easements for each of the separate tracts within the subdivision for the use and benefit of Purchasers.

Section 3. Declarant's Right to Grant and Create Easement. Declarant shall have and hereby reserves the right, without the consent of any other Purchasers or a subsequently formed Association, to grant or create temporary or permanent easements, for access, utilities, pipeline easement, telephone easement or drainage across (i) Tracts or other property interest owned by Declarant (ii) and existing road and utility easements.

ARTICLE IX

General Provisions

Section 1. Survival of Declaration. No change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

Section 2. Enforcement. Declarant, or any owner of any tract shall have the right but not the duty to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant or any owner to enforce any restriction, condition, covenant, reservation, lien or charge herein contained shall in no event be deemed as a waiver of the right to do so thereafter. Declarant, for itself, and its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided tracts. The reservation of this right of enforcement shall not create an obligation of any kind to enforce same.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 4. Duration. The rights, use easements and privileges of the Purchasers in and to the Ranch Road and Water Well as provided for herein shall be deemed to be covenants running with the land and shall be of perpetual duration. All other provisions, restrictions, covenants and conditions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument executed by a majority of the then owners of the tracts has been recorded agreeing to change these covenants in whole or in part.

Section 5. Amendments. Declarant has the sole right to amend this Declaration until such time as the Association is created. Upon Declarant's transfer of collected assessments, if any, to the subsequently formed Association, this Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the votes of all classes of votes, combined. Any amendment must be recorded in the Official Deed Records of Terrell County, Texas. The foregoing shall not, however, apply to variances and/or Amendments within the authority of the Declarant as provided in the following paragraph.

Declarant reserves and shall have the right at any time from time to time, without the joinder or consent of any Purchaser, any other person or the subsequently formed Association, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for records, for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing in this Declaration, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, and shall not impair a vested property rights of any Purchaser or his mortgagee.

Section 6. Dedications. Easements affecting the Property are hereby reserved as shown on the recorded plats. All dedications, limitations, restrictions and reservations shown on said plats are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, binding or conveying said property or any part thereof. Notwithstanding any provision to the contrary, Declarant reserves the right to dedicate the Ranch Road easements to public use.

Section 7. Condemnation. If part or all of the Ranch Roads or Water Well shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Declarant. Declarant shall give timely notice of the existence of such proceedings to all Purchasers and their mortgagees, if any. The expense of participation in such proceeding shall be a common expense chargeable as an Assessment.

Section 8. Implied Rights. Declarant may exercise any other right or privilege given to it expressly by this Declaration and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 9. Successors and Assigns. In the event Declarant assigns its interest in the Cedar Creek Ranch Subdivision, its successors and assigns shall be entitled to all of its rights and benefits under this Declaration.

Section 10. Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

EXECUTED effective the 13th day of February, 1995.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf and attested to as of the day and year first above written.

DECLARANT

CEDAR CREEK RANCH, INC.

By: Dorothy C. Norris
Dorothy C. Norris, President

By: Alinda E. Turner
Alinda E. Turner, Secretary

STATE OF TEXAS

COUNTY OF El Paso

This instrument was acknowledge before me on the 13th day of Feb, 1995 by Dorothy C. Norris, President of Cedar Creek Ranch, Inc., a Texas corporation, on behalf of the corporation.

Cynthia K. Williams
Notary Public

STATE OF TEXAS

COUNTY OF Uvalde

This instrument was acknowledge before me on the 3rd day of Feb, 1995 by Alinda E. Turner, Secretary of Cedar Creek Ranch, Inc., a Texas corporation, on behalf of the corporation.



Bettie Paris
Notary Public

EXHIBIT "A"

<u>ABSTRACT</u>		<u>SURVEY</u>	<u>CERT.</u>	<u>BLOCK</u>	<u>ORIGINAL GRANTEE</u>	<u>ACRES</u>
292	W. Pt.	13	1704	Cedar	E.L. & R.R. Ry. Co.	373.80
305	S. Pt.	7	1632	D-7	E.L. & R.R. Ry. Co.	85.40
306		9	1633	D-7	E.L. & R.R. Ry. Co.	640
307		11	1634	D-7	E.L. & R.R. Ry. Co.	640
313		23	1640	D-7	E.L. & R.R. Ry. Co.	640
314		25	1641	D-7	E.L. & R.R. Ry. Co.	640
321	S. Pt.	39	1648	D-7	E.L. & R.R. Ry. Co.	51.70
322		41	1649	D-7	E.L. & R.R. Ry. Co.	640
323		43	1650	D-7	E.L. & R.R. Ry. Co.	640
334	S.W. Pt.	65	1661	D-7	E.L. & R.R. Ry. Co.	8
359		147	1826	D-7	E.L. & R.R. Ry. Co.	640
364		157	1843	D-7	E.L. & R.R. Ry. Co.	358.88
387		1	98	Cedar	Georgetown Ry. Co.	640
424		9	2336	Cedar	G.C. & S.F. Ry. Co.	640
2270	S. Pt.	66	1661	D-7	E.L. & R.R. Ry. Co.	35
2346	W. Pt.	10	2336	Cedar	G.C. & S.F. Ry. Co.	366
2348	W. Pt.	2	98	Cedar	Georgetown Ry. Co.	366
2368		40	1648	D-7	E.L. & R.R. Ry. Co.	640
2386		8	1632	D-7	E.L. & R.R. Ry. Co.	640
2387		10	1633	D-7	E.L. & R.R. Ry. Co.	640
2388		24	1640	D-7	E.L. & R.R. Ry. Co.	640
2389		42	1649	D-7	E.L. & R.R. Ry. Co.	640
2392		156	1842	D-7	E.L. & R.R. Ry. Co.	374.20
2402		22	1639	D-7	E.L. & R.R. Ry. Co.	640
2408		16	1705	Cedar	E.L. & R.R. Ry. Co.	640
2468	N. Pt.	158	1843	D-7	E.L. & R.R. Ry. Co.	160.40
2390	S.W. Pt.	148	1826	D-7	E.L. & R.R. Ry. Co.	147.80
2390	N.W. Pt.	148	1826	D-7	E.L. & R.R. Ry. Co.	63.30

That part of Survey No. 13, Cedar Block, E.L. & R.R. Ry. Co., original grantee, above mentioned, is described by metes and bounds as follows:

Beginning at the Northwest corner of said Survey No. 13;
 Thence East 1109 vrs. to Hamilton-White fence;
 Thence South 1900 vrs.;
 Thence West 1109 vrs. to the southwest corner of said survey;
 Thence North 1900 vrs. to the place of beginning, containing
 373.8 acres, more or less.

That part of Survey No. 7, Block D-7, E.L. & R.R. Ry. Co., original grantee, above mentioned, is described by metes and bounds as follows:

Beginning at its SW corner; Thence N. 278.5 vrs. to fence;
 Thence with fence S. 88 39' E. 1900 vrs. to its East line;
 Thence S. 288.6 vrs. to its SE corner;
 Thence W. 1900 vrs. to the beginning.

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That part of Survey 39, Block D-7, E.L. & R.R. Ry. Co., original grantee, above mentioned, is described by metes and bounds as follows:

Beginning at its SW corner;
Thence N. 178.7 vrs to a fence;
Thence with fence S. 88 39' E. 1900 vrs. to its East line;
Thence S. 128.8 vrs. to its SE corner;
Thence W. 1900 vrs to the beginning.

That part of Survey No. 65, Block D-7, E.L. & R.R. Ry. Co., original grantee, above mentioned, is described by metes and bounds as follows:

Beginning at its SW corner;
Thence N. 78.9 vrs. to fence;
Thence with fence S. 88 39' E. 656 vrs to corner of fence;
Thence with fence S. 30-1/2 W. 62 vrs to its S. line;
Thence W. 619 vrs to the beginning.

That part of Survey No. 66, Block D-7, E.L. & R.R. Ry. Co., original grantee, above mentioned, is described by metes and bounds as follows:

Beginning at its SW corner;
Thence N. 128.8 vrs to fence;
Thence with fence S. 88 39' E. 1900 vrs to its E. line;
Thence S. 78.9 vrs to its SE corner;
Thence W. 1900 vrs to the beginning.

That part of Survey No. 10, Cedar Block, G.C. & S.F. Ry. Co., original grantee, above mentioned, is described by metes and bounds as follows:

Beginning at a stone mound the N.W. corner of said Survey 10;
Thence E. 1088 vrs to fence;
Thence with fence S. 1900 vrs to its S. line;
Thence W. 1088 vrs to its S.W. corner;
Thence N. 1900 vrs. to the place of beginning.

That part of Survey No. 2, Cedar Block, Georgetown Ry. Co., original grantee, above mentioned, is described by metes and bounds as follows:

Beginning at the northwest corner of said Survey No. 2;
Thence East 1109 vrs. to White-Hamilton fence;
Thence South 1900 vrs;
Thence West 1109 vrs. to the southwest corner of said survey;
Thence North 1900 vrs to the place of beginning, containing 373.8 acres of land, more or less.

That part of Survey No. 158, Block D-7, E.L. & R.R. Ry. Co., original grantee, above mentioned, is described by metes and bounds as follows:

Beginning at a point in the west line of said survey No. 158, which point, is the northeast corner of section no. 44, in Block D-7, and also the southeast corner of section No. 43, Block D-7, for the southwest corner of this tract;

Thence in a northerly direction with the west line of said section 158, which is also that east line of said section No. 43, a distance of 1116 vrs. to the northwest corner of said section No. 158;

Thence in a easterly direction with the north line of said section No. 158, a distance of 812 vrs to the northeast corner of said section No. 158, the same being its intersection with the west line of Section No. 16, Cedar Block;

Thence in a southerly direction with the west line of said section No. 16, which line is also one of the east lines of section No. 158, a distance of 1116 vrs to a point;

Thence in a westerly direction on a line parallel with the north line of said section No. 158, a distance of 812 vrs to the place of beginning, containing 160.4 acres more or less.

That S.W. part of Survey No. 148, Block D-7, E.L. & R.R. Ry. Co., original grantee, above mentioned, is described by metes and bounds as follows:

Beginning at its SW corner;
Thence North 729 vrs to middle of Highway;
Thence with middle of Highway S. 72-1/2 E. 323-1/2 vrs;
N. 86-1/4 E. 492 vrs; S. 66-3/4 E. 200 vrs; S. 48E. 879 vrs. to its S. line; Thence W. 1637 vrs to the beginning.

That N.W. part of Survey No. 148, Block D-7, E.L. & R.R. Ry. Co., original grantee, above mentioned, is described by metes and bounds as follows:

Beginning at its NW corner;
Thence S. 1051 vrs to fence;
Thence with fence N. 30-1/2 E. 1220 vrs. to its North line;
Thence W. 619 vrs to beginning.

THERE IS EXCEPTED from the above described lands, however, 5-1/2 acres out of Surveys Nos. 2 and No. 156, said 5-1/2 acres having been heretofore conveyed to Sam Bell, by deed recorded in Vol. 34, Page 35,

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of the Deed Records of Terrell County, Texas, said 5-1/2 acres being more particularly described by metes and bounds as follows:

Beginning at the SE corner of Survey No. 148, Block D-7, Cert. No. 1826, Abst. No. 2390, EL & RR Ry. Co.; Thence S. 240 vrs to middle of Highway; Thence with middle of Highway N. 48 W. 354 vrs; Thence E. 263 vrs to the beginning, containing 5-1/2 acres.

THERE IS ALSO EXCEPTED from the above described lands that certain 563.56 acres, more or less, all in Block D-7, EL & RR Ry. Co., and being:

51.7 acres out of the S. Pt of Survey 39, Abst. No. 321
35 acres out of the S. Pt of Survey 66, Abst. No. 2270
8 acres out of the SW Pt of Survey 65, Abst. No. 334
107 acres out of Survey 40, Abst. No. 2368
298.56 acres out of Survey 147, Abst. No. 359, and
63.3 acres out of the NW Pt of Survey 148, Abst. No. 2390,

and said tract being more particularly described in the Deed executed by Joe R. Brown to Three Point Joint Venture, dated June 22, 1984, and recorded in Volume 85, Page 448, Deed Records, Terrell County, Texas.

SUBJECT TO THE FOLLOWING RESTRICTIONS AND RESERVATIONS:

Easements and Rights-of Way:

a. Any visible and apparent roadway or easement over or across the above described land, the existence of which does not appear of record and any rights of ingress, egress and the use of the surface created by mineral reservations or conveyances.

b. Right-of-way Easement from Edith Bell et vir to the State of Texas, dated May 20, 1932, recorded in Volume 36, page 259, Deed Records, Terrell County, Texas, out of Surveys 7, 39, and 148, all in Block D-7, EL & RR Ry. Co., together with all terms and provisions thereof.

c. Right-of-way Easement from J. R. Hamilton to the State of Texas, dated May 30, 1932, recorded in Volume 36, page 261, Deed Records, Terrell County, Texas, out of Surveys 40, 147, and 148, all in Block D-7, EL & RR Ry. Co., together with all terms and provisions thereof.

d. Right-of-way Easement from T. R. Eastman et ux to Southwestern Bell Telephone Company, dated November 14, 1952, recorded in Volume 47, page 203, Deed Records, Terrell County, Texas, out of Surveys 40 and 147, Block D-7 EL & RR Ry. Co., together with all terms and provisions thereof.

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e. Right-of-way Easement from T. H. Eastman et ux to the State of Texas, dated January 18, 1963, recorded in Volume 53, page 638, Deed Records, Terrell County, Texas, out of Surveys 39, 40, 147, 148, all in Block D-7, EL & RR Ry. Co., and Survey 2, Cedar Block, Georgetown Ry. Co., together with all terms and provisions thereof.

f. Right-of-way Easement from T. H. Eastman et ux to the State of Texas, dated January 18, 1963, recorded in Volume 55, page 95, Deed Records, Terrell County, Texas out of Surveys 39, 40, 147 and 148, Block D-7, EL & RR Ry. Co., and Survey 2, Cedar Block, Georgetown Ry. Co. together with all terms and provisions thereof.

g. Affidavit dated March 30, 1989, executed by Levi John Watts, recorded in Volume 100, page 211, Deed Records, Terrell County, Texas, reciting that affiant, his family, tenants, and all other invitees, for a period of at least 20 years, has had free uninterrupted and undisputed use, liberty and privilege of passing from Cedar Stallion on US 90 along a certain road described as follows: From said Cedar Stallion generally south on an unimproved road a distance of approximately 4.0 miles along Lenk fence lines: Thence Northwestward about 1/5 miles through pasture to the wye (y) in the road; thence with South branch of road, southward for a distance of 0.9 miles and the gate of Watts Ranch and Survey 12, Block D-7, EL & RR Ry. Co., in which affiant has an interest, and that Affiant knows of his own personal knowledge that access, egress, and ingress to said Survey 12 has been unchanged since John Watts acquired the land on August 7, 1928, by Deed recorded in Volume 28, page 212, Deed Records, Terrell County, Texas.

Minerals:

a. 3/4th of the minerals are outstanding on and under the South part of Sections 39 and the south part of Section 7, both in Block D-7, EL & RR Ry. Co., Terrell County, Texas.

b. 9/12th of the minerals are outstanding on and under Section 66, Block D-7, EL & RR Ry. Co., Terrell County, Texas.

c. All of the minerals are outstanding on and under Section 1, Cedar Block, Georgetown Ry. Co., Terrell County, Texas; Section 9, Cedar Block GC & SF R. Co., and Sections 9, 11, 23, 25, 41, 43, and 147, all in Block D-7, EL & RR Ry. Co., Terrell County, Texas.

d. The General Land Office of the State of Texas shows the following sections with a mineral and grazing classification: Sections 40, 8, 10, 24, 42, 156, 22, 158, Southwest part of 148, and the Northwest part of 148, all in Block D-7, EL & RR Ry. Co., Terrell County, Texas, and Sections West part of 10, 2, and 16, all in Cedar Block, and the South part of Section 66, Block D-7, EL & RR Ry. Co., Terrell County, Texas.

e. In the Special Warranty Deed dated August 13, 1984, recorded in Volume 86, page 112, Deed Records, Terrell County, Texas, Faye Eastman, et al, conveyed to William Sherman Bell, Jr, the following non-executory perpetual non-participating royalty interest in Section 157, Block D-7, EL & RR Ry Co., Terrell County, Texas, Abstract # 364, containing 358.88 acres of land, more or less; an undivided 1/2 interest in oil, gas and mineral royalty deliverable or payable on the production of oil, gas and other minerals, after first deducting or adjusting for any interest in oil, gas and other minerals outstanding on October 30, 1981, including (1) rights of the State of Texas by reason of the land having been sold under a mineral classification vesting the title and rights in the State of Texas to an interest in the oil, gas and other minerals; and (2) rights of all third persons under all valid, recorded royalty or oil, gas or mineral deed executed prior to October 30, 1981, by Faye Eastman and Allinda Eastman Turner or under those under whom they claim, granting to any third person or persons an interest in oil, gas and/or minerals under all or part of the land, provided same are of record in the office of the County Clerk of Terrell County, Texas.

Deed of Trust dated February 15, 1986, recorded in Volume 57, page 245, Deed of Trust Records, Terrell County, Texas, executed by Joe R. Brown, conveying an undivided 1/2 interest in the land described on Exhibit A attached hereto to Lawrence A. Mann, Trustee, securing a note in the original principal sum of \$210,000.00, payable to the order of Alinda Eastman Turner, together with all indebtedness of whatsoever nature secured or to be secured by said Deed of Trust and being subject to the terms, conditions and stipulations contained in said Deed of Trust and Note. The note was in renewal and extension of the sum of \$210,000.00 left owing and unpaid by Joe R. Brown upon one note in the original principal sum of \$375,000.00 dated November 12, 1981, executed by Joe R. Brown to Alinda Eastman Turner, or order, more particularly described in and secured by a Vendor's Lien retained in a Deed dated October 30, 1981, executed by Faye Eastman, et al to Joe R. Brown and recorded in Volume 78, page 468, Deed Records, Terrell County, Texas, and being additionally secured by a Deed of Trust dated November 12, 1981, recorded in Volume 45, page 162, Deed of Trust Records, Terrell County, Texas, covering a undivided 1/2 interest in the land described on Exhibit "A" attached hereto, which said vendor's lien and Deed of Trust were renewed and extended and carried forward in full force and effect in said Deed of Trust recorded in Volume 57, page 245, Deed of Trust Records, Terrell County, Texas, to secure payment of said \$210,000.00 note; the note and liens in this paragraph described were transferred and assigned by Alinda Eastman Turner to Cedar Creek Ranch, Inc. by Instrument dated March 12, 1993, and recorded in Volume 64, page 57, Deed of Trust Records of Terrell County, Texas; the Instrument recited that the unpaid principle and interest on such note is as provided in the DEED IN LIEU OF FORECLOSURE dated August 30, 1992, and recorded in Volume 116, page 313, Deed Records, Terrell County, Texas, and said Deed in Lieu of Foreclosure does not provide for the release and termination of said liens.

Deed of Trust dated February 15, 1986, recorded in Volume 54, page 1, Deed of Trust Records, Terrell County, Texas, executed by Joe R. Brown, conveying an undivided 1/2 interest in the land described on Exhibit A attached hereto to Wayne Massey, Trustee, securing a note in the original principal sum of \$217,696.79 payable to the order of the Estate of Faye Eastman, together with all indebtedness of whatsoever nature secured or to be secured by said Deed of Trust and being subject to the terms, conditions and stipulations contained in said Deed of Trust and Note. The note was in renewal and extension of the unpaid balance upon one note in the original principal sum of \$375,000.00 dated November 12, 1981, executed by Joe R. Brown, payable to Faye Eastman, or order, more particularly described in and secured by a vendor's lien retained in a deed dated October 30, 1981, executed by Faye Eastman, et al. to Joe R. Brown and recorded in Volume 78, page 468, Deed Records, Terrell County, Texas, and being additionally secured by a Deed of Trust dated November 12, 1981, recorded in Volume 45, page 158, Deed of Trust Records, Terrell County, Texas covering an undivided 1/2 interest in the land described on Exhibit A attached hereto, which said vendor's lien and Deed of Trust were renewed and extended and carried forward in full force and effect in said Deed of Trust recorded in Volume 54, page 1 Deed of Trust Records Terrell County, Texas, to secure payment of said \$217,696.79 note; the note and liens in this paragraph described were transferred and assigned by Dorothy Norris, Independent Executrix of the Estate of Faye Eastman, Deceased, to Cedar Creek Ranch, Inc. by Instrument dated March 15, 1993, and recorded in Volume 64, page 64, Deed of Trust Records Terrell County, Texas. The Instrument recited that the unpaid principle and interest on such note is as provided in the Deed in Lieu of Foreclosure dated August 30, 1991, and recorded in Volume 116, page 313, Deed Records, Terrell County, Texas, and said Deed in Lieu of Foreclosure does not provide for the release and termination of said liens.

The Deed of Trust executed by Joe R. Brown to John W. Peiry, Trustee dated January 29, 1987, recorded in Volume 55, page 304, Deed of Trust Records, Terrell County, Texas and Collateral Transfer of Contracts of Sale, described as to date, Purchaser, acreage, and Amount of Contract, on Exhibit A attached to said Collateral Transfer of Contracts of Sale, dated January 29, 1987, recorded in Volume 55, page 315, Deed of Trust Records, Terrell County, Texas, executed by Joe R. Brown to Union State Bank of Carlizo Springs, securing a Renewal and Extension Note in the original principal sum of \$200,000.00 dated January 29, 1987. The renewal and extension note and the liens securing its payment were transferred and assigned by Union State Bank of Carlizo Springs to Cedar Creek Ranch, Inc., by Instrument dated September 16, 1991, and recorded in Volume 63, page 98, Deed of Trust Records, Terrell County, Texas.

THE STATE OF TEXAS
COUNTY OF TERRELL

I hereby certify that the foregoing instru-

ment dated the 13th day of February A.D. 1995 with its certificates of authentication, was filed for Record in my office, on the 10th day of April A.D. 1995 at 5:00 o'clock P. M., and duly recorded the 11th day of April A.D. 1995 at 2:00 o'clock P. M., in the DEED Records of said County in Volume 126 on Page 408-427.

WITNESS my hand and seal of the County Court, of said County, at office in Sanderson, Texas, the day and year last above written.

Martha Allen
Clerk County Court, Terrell County, Texas
Per [Signature] Deputy

NO. 7-15579
FILED: TIME 5:00 PM
Martha Allen
CLERK COUNTY COURT
TERRELL COUNTY, TEXAS