

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND EASEMENT
FOR
DOMINION RANCH IV
KIMBLE COUNTY, TEXAS

INDEXED
46861

2011290

THIS DECLARATION made this 16 day of June, 2011, by
DOMINION @ SCENIC HILLS, LP, a Texas limited partnership ("Declarant").

WITNESSETH:

A. Declarant is the owner of the real property ("Properties") described in Exhibit "A", attached hereto and referred to in Section 1 of this Declaration and desires to create thereon a ranch development for agricultural purposes.

B. Declarant further desires to provide for the preservation of the values and amenities of said ranch and property and for the maintenance thereof, and, for such purposes. Declarant desires to subject the real property described in Exhibit "A", attached hereto, and referred to in Section 1, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the said Properties, each Tract therein and each owner thereof.

C. Declarant will cause the Association to be incorporated as a non-profit corporation under the laws of the State of Texas, to which corporation will be delegated and assigned the powers of maintaining and administering the Properties, administering and enforcing the covenants, conditions, restrictions and easements and collecting and disbursing the assessments and charges as hereinafter provided.

NOW, THEREFORE, Declarant declares that the Properties are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth:

1. **Definitions.** The following words when used in this Declaration shall have the following meanings:
 - (a) "Association" shall mean and refer to as the Dominion Ranch IV Property Owners Association. The principal office of the Association shall be 190 Fairway Drive, Kerrville, Texas 78028. The Association shall be formed for the purpose of preserving and maintaining the uniform standards and quality of land and wildlife as well as the natural beauty and aesthetic value of the Properties.
 - (b) "Board" shall mean and refer to the Board of Directors of the Association.

- (c) "Common Areas" shall mean the roads within the Properties for common access and all areas and properties within the Properties not designated as a Tract.
- (d) "Member" shall mean and refer to the Declarant and each owner of a fee simple interest ("Owner") in any of the Properties. Each Member shall be entitled to one vote for each acre owned, provided all dues and assessments are paid current.
- (e) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any part of the Properties. The foregoing does not include any persons or entities who hold an interest in any of the Properties merely as a security for the performance of an obligation.
- (f) "Architectural Control Committee" shall mean and refer to that Committee as defined herein.
- (g) "Wildlife Committee" shall mean and refer to that Committee as defined herein.
- (h) "Road Maintenance Committee" shall mean and refer to that Committee as defined herein.
- (i) "Tract" shall mean each portion of the Properties owned by an Owner as described in the Deed from Declarant initially conveying a Tract to such Owner.

2. **Affirmative and Protective Covenants.** The Properties and each Tract shall be used and occupied subject to the following restrictions:

- (a) Each Tract within the Properties shall be used for residential, recreational, ranching and agricultural purposes only, and shall not be used for any mercantile or commercial purpose. Agricultural purposes for the purpose of this Declaration shall mean and include running livestock or exotic animals, hunting, trapping and taking of wild animals and birds.
- (b) No mobile home or other type of portable structure shall be used on any Tract within the Properties as a residence. Mobile homes, motor homes, camping trailers and campers may be used on a Tract within the Properties during the regular deer and turkey hunting seasons in each year as a temporary hunting lodge or camp and during the times of recreation and vacation as lodging, but the same must be removed from any Tract within the Properties when not in use for the foregoing purposes. Additionally, any temporary mobile homes, motor home, trailer or camper shall be placed on a Tract within the Properties a distance greater than 300 feet

from the main roadway easement and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway.

- (c) No permanent structure (home, barn, etc.) other than fencing shall be placed on any Tract within the Properties less than 300 feet from the main roadway easement, and 200 feet from the side or rear property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway.
- (d) No abandoned automobiles or other abandoned vehicles shall be left on any Tract within the Properties nor shall any Tract within the Properties be maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash and waste on any Tract must be hauled off or buried out of view from the main roadway, or adjoining land.
- (e) No offensive, noxious, profane or unlawful use shall be made of any Tract within the Properties.
- (f) No sign or signs of any kind shall be displayed on any Tract within the Properties to the public view except one sign for ranch identification. A sign indicating direction and ownership of a Tract within the Properties may be installed near the main entrance thereto, provided such sign shall be neat in appearance and located on such Tract.
- (g) A Tract within the Properties may not be subdivided into smaller parcels, but the Owner of a Tract may subdivide a Tract into two Tracts so long as each Tract is in excess of 50 acres.
- (h) The Tract within the Properties shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste on any Tract shall not be kept except in sanitary containers, which are not visible from any road. All equipment for the storage and disposal for such materials on any Tract shall be kept in a clean and sanitary condition, and out of view from the main roadway and neighbor.
- (i) All residences and other structures constructed or erected on any Tract shall be new construction, and in no event shall any prefabricated or existing residence or garages be moved on to any Tract within the Properties. No residence or other structure shall be constructed on any Tract within the Properties without first submitting the plans, drawings, specifications and planned location site to the Architectural Control Committee for approval under the provisions of this Declaration regarding approval by the Architectural Control Committee. Additionally no bright colored or shiny roofs are permitted on any residence or other structures situated on any Tract within the Properties.

- (j) Hunting shall be permitted on a Tract of an Owner only and not on other Tracts not owned. No hunting is allowed from the main road. Each Owner of any Tract within the Properties shall be entitled to harvest annually the quota of bucks and does, whether native or exotic, on such Owner's Tract as the Wildlife Committee determines as provided herein. No Owner may harvest more than the aforementioned quota of animals without prior written approval of the Wildlife Committee. If an Owner desires to harvest more than his quota of animals, the Owner must secure written approval of the Wildlife Committee for same and agree to pay to the Association in cash that amount which is necessary to purchase similar replacement animals as determined by the Wildlife Committee. All disputes concerning specific Owner quotas on any Tract within the Properties and any other wildlife disputes shall be handled by the Wildlife Committee. No Owner shall do any act that is designed to be harmful or injurious to the Tract adjacent to such Owner's Tract and/or the Owner of such adjacent Tract. Included within the meaning of this covenant, shall be a prohibition against feeding close to the property line of a Tract for the specific intent of attracting the neighboring Tract Owner's wildlife. The Association shall be empowered to cause the violating Owner to cease such acts by filing in a court of competent jurisdiction an action in equity or at law. No Owner may release live wild animals on any Tract within the Properties without first securing the consent of the Wildlife Committee. In the event that an Owner desires to sell his game to a non-Owner hunter, either the Owner or a qualified guide must supervise and accompany the non-Owner hunter at all times and be responsible for his acts. No elevated hunting blinds shall be allowed. All hunting blinds and feeders should be located in a minimum of 200 feet from a property line of a Tract, and well screened behind trees from the roadway or neighbors.
- (k) Any construction commenced on any Tract must be completed within one (1) year.
- (l) Individual water and sewer systems on a Tract shall be located, constructed and equipped in compliance with Texas State Health Department requirements and rules and regulations of Kimble County and any other applicable governmental laws.
- (m) No fence on any Tract shall be constructed, situated or located less than 90 feet from the centerline of the main roadway. All fences shall be approved by the Architectural Control Committee.
- (n) No oil well drilling, oil development operations, refining or mining operations is allowed on any Tract unless approved by the Architectural Control Committee and located no closer than 500 feet from any residence or structure on any Tract. Any open pit or excavation on a Tract must be restored to the condition of the Tract before use.

- (o) A storage shed with a minimum area of eight (8) feet by ten (10) feet may be placed on a Tract as long as it complies with the provisions hereof.
- (p) All water wells shall be located a minimum of 150 feet from any property line of a Tract and shall adhere to the Texas Department of Health standards for minimum spacing between private water wells and private subsurface sewage disposal systems.
- (q) All individual waste disposal systems installed on a Tract must meet the requirements of the Texas State Health Department and Kimble County.

3. **Maintenance and Access Easements.** Easements for the installation, maintenance, repair and removal of public and/or quasi-public utilities and sewer and drainage facilities, and floodway easements, are reserved by Declarant over, under and across each Tract within the Properties on the boundary line where possible. Full ingress and egress shall be had by Declarant at all times over the Tracts within the Properties for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. Declarant shall have the right to assign and transfer the easements and rights herein reserved to or for the benefit of any public or quasi-public utility. Declarant does hereby reserve, retain, convey, assign, transfer and grant the perpetual, free, non-exclusive, irrevocable, use, liberty, privilege and easement on, over, under, through and across the Properties for the non-exclusive easement and right-of-way for free and uninterrupted pedestrian and vehicular ingress and egress over, across and upon the road, rights-of-way and easement which is described in Exhibit "B", attached hereto and made a part hereof for all purposes, for access to the Tracts within the Properties and all tracts and portions thereof which easement shall be for the owners of the Tracts within the Properties in common with Declarant, and their heirs, successors and assigns in perpetuity and forever; it being understood and agreed that such easement shall be a nonexclusive easement to be used in common. Declarant reserves for it and its successors and assigns the right to use all or part of such easement in common with such owners and the right to convey to others the right to use all or part of such easement in common with such owners. With respect to such easement any and all obstructions, gates and other structures and encroachments thereon or thereof shall be subject to the prior approval of Declarant, and its successors and assigns. The easements herein granted and established for access and an Owner's right to use and enjoy the Common Areas and roads for access extend to the Owner's family, guests, agents, and invitees, subject to this Declaration. An Owner may not erect or alter any structure on, or clear, landscape, or disturb, any Common Area or road except as approved by the Association.
4. **Utility Easements.** Declarant hereby retains perpetual easements for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along with all roads

indicated for ingress and egress, the easement described in paragraph 3 or on Exhibit "B", attached hereto, along and within ten feet (10') of the outer easement line of such roads and easement and along and within ten feet (10') of the rear and side lines of all Tracts, along with the authority to place, construct, operate, maintain, relocate and replace thereon any utility distribution line or system. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easements when deemed necessary by the utility to support equipment within said easements and the right to install wires and/or cables over some portions of the Tracts not within said easements so long as such items do not prevent the construction of buildings on any of the lots and/or tracts. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from said right-of-way and easements, and the right from time to time to cut and trim all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility installation.

5. **Creation of Lien and Personal Obligation for Assessments.** Each Owner (by acceptance of a deed for any Tract within of the Properties, whether or not it shall be so expressed in any such deed or other conveyance), hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association assessments and maintenance fund charges. The annual assessments and maintenance fund charges, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Tract of such Owner and shall be a continuing lien upon each Tract within the Properties against which each such assessment and charge is made. Each such assessment and charge, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the continuing personal obligation of the person who was the Owner of such Tract at the time when the assessments and charges became due.
6. **Maintenance Charge.** The amount of the annual assessment and maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. The annual assessment maintenance fund charge as set forth herein shall be adjusted as necessary at the end of each calendar year which adjustment shall apply to the succeeding calendar year period. The annual assessment and maintenance fund charge shall be paid by the Owners of each Tract within the Properties annually, on January 1, in advance. If a Tract within the Properties becomes subject to the annual assessment and maintenance fund charge on a date other than January 1, the Owner of such Tract shall pay that prorata part of the annual assessment and maintenance fund charge. The Declarant is not obligated for assessments and maintenance fund charges on any Tract owned by Declarant.

All past due assessments and maintenance fund charges shall be a debt of the Owner of the Tract subject to such assessments and charges and shall bear interest from their due date until paid at the rate of 10% per annum. Such charges shall be covenant running with the land and to secure the payment thereof a lien is hereby retained upon each Tract subject to such charge and assessment. Such charge and assessment and lien are hereby assigned by the Declarant to the Association (without recourse on the Declarant in any manner for payment of such assessment and charge), who will collect all such annual assessment and maintenance fund charges and will administer the fund created thereby in order that uniformity and continuity will be maintained and preserved. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting a Tract subject to any such assessment and charge which has been filed for record in Kimble County, Texas, prior to the date payment of such assessments and charges become due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security interest, or through court proceedings, shall cut off and extinguish the liens securing charges which were due and payable prior to such foreclosure date, but no such foreclosure shall free any Tract from the lien securing assessments and charges thereafter becoming due and payable hereunder, nor shall the personal obligation of any Tract Owner foreclosed be extinguished by any foreclosure. Each Owner of a Tract is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent assessments and charges foreclosing the lien herein provided and enforcing the covenants and restrictions of this Declaration. The Association may foreclose the lien herein provided against a Tract by power of sale as permitted by law. The Association may designate a person to act as Trustee or otherwise to exercise the power of sale on behalf of the Association. The Association may bring an action against an Owner to collect delinquent assessments and charges, foreclose the lien herein provided or enforce a violation of the covenants and restrictions of this Declaration. An Owner may bring an action against another Owner to enforce or enjoin such violation. The Association may access an Owner's Tract to remedy such violation. An Owner delinquent in payment of any assessments or charges may not vote. If an Owner violates the covenants and restrictions of this Declaration the Association may suspend the Owner's rights hereunder in accordance with law until the violation is cured. An Owner is liable to the Association for damage to Common Areas and roads caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

7. **Purpose of the Maintenance Fund.** The maintenance fund charges and assessments shall be uniformly imposed upon all Tracts within the Properties, and said maintenance fund shall be exclusively used for the following in connection with areas within the Properties in respect of which the assessment and charge is made:
 - (a) Accounting, computer, office expense which includes all corporation accounting, communication expense, office supplies, etc.

- (b) Common area and maintenance road maintenance which includes working the main road as needed for normal access.
- (c) Outside high fence maintenance which includes repair and maintenance of outside high fence; in the event the landowner does not fulfill his high fence maintenance responsibility.
- (d) Legal which includes any legal fees as may be required by the Association.
- (e) Corporate income tax preparation which includes cost of annual corporate Federal income tax return.
- (f) The Association expense for security.
- (g) The Association expense for wildlife surveys and consultations.
- (h) Miscellaneous related costs expended.

In the event that the Association shall expend monies for any of the foregoing purposes in amounts exceeding the amount then in the maintenance fund, the Association shall be entitled to receive reimbursement from amounts thereafter paid into the maintenance fund by Owners of Tracts.

8. **Architectural Control Committee.** No fence, building or other improvements shall be erected, placed or altered on any Tract within the Properties until the Owner has made an application to the Architectural Control Committee (referred to herein as "ACC" and "Architectural Control Committee") for approval and has submitted construction plans and specifications and a site plan showing the location of the same, and such plans have been approved by the said Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to the topography and final grade elevation. The Architectural Control Committee shall be composed of three (3) Members designated by Declarant. A majority of votes shall prevail on any issue or subject requiring a decision of the ACC. The ACC may designate a representative to act for it. In the event of death or resignation of any member of the ACC, the President with the approval of Board of Directors shall appoint a successor to serve for the remainder of the unexpired term. Neither the members of the ACC nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant and these provisions. The herein granted powers and duties of the Architectural Control Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee.

The ACC's approval or disapproval as required herein, shall be in writing. If the ACC, or its designated representatives, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, the proposed plans shall be considered approved and the related covenants shall be deemed to have been fully satisfied. The Architectural Control Committee, as its sole discretion, is hereby permitted to approve deviations in building area, construction and location in instances where, in its judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become part of these restrictions.

9. **Wildlife Committee.** The Wildlife Committee (referred to herein as "WC" and "Wildlife Committee") shall be composed of a maximum of three (3) all of whom shall be designated by Declarant. A majority of votes shall prevail on any issue or subject requiring a decision of the WC. The WC may designate a representative to act for it. In the event of the death or resignation of any member of the WC, the President of the Association with the approval of the Board of Directors shall appoint a successor for the remainder of the unexpired term. No compensation shall be due or paid to either members of the WC or its representatives for services performed pursuant to this covenant. The herein granted powers and duties of the WC shall cease and terminate twenty (20) years after the date of this instrument and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the WC. The WC shall be responsible for overseeing the management of the free roaming wildlife within the Properties and Tracts. In this regard, the Wildlife Committee may have an annual wildlife survey ("Survey") performed on the Tracts and Properties by a competent biologist ("Biologist") of the WC's selection. The Survey shall project the total numbers by sex of each species of wildlife on the Tracts and Properties and shall contain the Biologist's recommendations as to the harvest numbers by sex for each species. The WC may use the Survey and the Biologist's harvest recommendations to determine each Owner's harvest quotas by sex for each species on such individual Owner's Tract. In determining such quotas the Wildlife Committee shall base such quotas on what each Owner's Tract will produce and such other criteria that the Wildlife Committee deems to be in the best interest of sound management of the wildlife herd on the Tracts and Properties. The Wildlife Committee shall be responsible for enforcing the provisions of Section 2(j) of this Declaration on behalf of the Association and shall determine all disputes concerning wildlife between Owners. The WC's decision regarding a dispute between Owners concerning wildlife shall be final and shall be binding on all parties thereto.
10. **Road Maintenance Committee.** The Road Maintenance Committee shall be composed of a maximum of three (3) all of whom shall designated by Declarant. A majority of votes of the Road Maintenance Committee shall prevail. In the

event of death or resignation of a committee member, the President of the Association, with approval of the Board of Directors shall appoint a successor committee member. No committee member shall receive compensation for his duties. This Road Maintenance Committee shall supervise the maintenance of the main road to keep it passable and in good condition at all times.

11. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association.

- (a) If any assessment, charge or any part thereof is not paid on the date(s) when due (being the dates specified herein then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Tract of the non-paying Owner and shall be unaffected by any sale of the Tract. The personal obligation of the Owner to pay such assessment, however, shall remain such Owner's personal obligation and shall not pass to the successor in title unless expressly assumed by the successor. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of any road or common area nor by abandonment of any Tract.
- (b) If any assessment or charge or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment or charge shall bear interest from the date of delinquency at the rate of 10% per annum, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Tract subject thereto, and there shall be added to the amount of such assessment and charge the costs of preparing and filing the complaint (including reasonable attorney's fees) in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment and charge as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

12. Subordination of the Lien to Mortgages. The lien of the assessments and charges provided for herein shall be subordinate and inferior to the lien of any mortgage or deed of trust now or hereafter placed upon a Tract subject to the assessments or charges; provided, however, that such subordination shall apply only to the assessments and charges which have become due and payable prior to the sale, whether public or private, of such Tract pursuant to the terms and conditions of any such deed of trust. Such sale shall not relieve such Tract from any liability for the amount of any assessments and charges thereafter becoming due nor from the lien of any such subsequent assessment and charge.

13. **Voting Rights in the Association.**

(a) **Quorum and Notice Requirements.**

- (i) Any action by the Members shall require the assent of the Members entitled to cast a majority of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members at least ten (10) days in advance and shall set forth the purpose of such meeting.
- (ii) The quorum required for any action shall be the presence at the meeting of Members or of proxies entitled to eighty percent (80%) of all of the votes of all Members. If the required quorum is not present at the meeting, an additional meeting may be called, subject to the notice requirement hereinafter set forth, and the required quorum at such second meeting shall be one-half (1/2) of the required quorum at the preceding meeting.
- (iii) Any provision of this Declaration to the contrary notwithstanding any action may be taken with the assent given in writing and signed by the Members entitled to cast eighty (80%) percent of the votes of the Association.
- (iv) The voting rights of any Member shall be suspended for any period during which any assessment or charge to be paid by such Member remains unpaid.

14. **Powers and Duties.** For the benefit of the Properties, each Tract and the Owners there is hereby delegated to, and Declarant shall have, the sole responsibility and authority to manage and control the business and affairs of the Association on a year-to-year basis or until Declarant terminates the same as herein provided and if requested by either party such management agreement shall be set forth in a separate agreement. Without limiting the foregoing Declarant shall have the following powers until Declarant gives written notice of termination ("Termination Date") to the Board, whereupon the Board shall have such powers:

- (a) To pay from the funds of the Association all legal and accounting services, policies of insurance insuring the Association against any liabilities to the public or the Owners (and/or invitees or tenants), incident to the operation of the Association, which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds, fidelity bonds and any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments required to be obtained or paid for pursuant to the terms of this Declaration or by

law or which shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

- (b) To execute all declarations of ownership and other documents for tax assessment purposes with regard to the Tracts within the Properties on behalf of all Owners.
 - (c) To enter into contracts, maintain one or more bank accounts and generally, to have all the powers necessary or incidental to the operation and management of the Association.
 - (d) To protect or defend the roads and Common Areas from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.
 - (e) To enforce the provisions of this Declaration to enjoin and seek damages from any Owner for violation of such provisions.
 - (f) To contract for all goods, services, and insurance payment for which is to be made by the Association, and to perform the functions of the Association.
15. **Owner's Obligations to Repair.** Each Owner shall, at his sole cost and expense, maintain and repair such Owner's Tract and the improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair such Owner's Tract and the improvements thereon (including his fences), as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Tract and to repair, maintain and restore the Tract and the exterior of the buildings, fences, and any other improvements erected thereon; and each Owner (by acceptance of a deed for a Tract) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessments or charges hereunder when due.
16. **Duration.** The easements created and established herein shall be perpetual and shall be binding upon, run with the land of, and be appurtenant to each Tract. The covenants and restrictions of this Declaration shall run with and bind the Properties and each Tract and shall inure to the benefit of and be enforceable by the Association and/or the Owners of any Tract within the Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for the term of twenty (20) years from the date that this Declaration is recorded. after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast eighty percent (80%) of the votes of the Members of the

Association has been recorded, agreeing to abolish said covenants and restrictions.

17. **Amendment.** The covenants and restrictions of this Declaration may be amended and/or changed in whole or in part, or variances granted with respect thereto as follows:
 - (a) The Members entitled to cast eighty percent (80%) of the votes of the Members of the Association may amend, change or grant variances with Declarant's consent and approval if it owns any part of the Properties, which shall be evidenced by a document in writing bearing each of their signatures, and
 - (b) Prior to the Termination Date until termination under paragraph 14 Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (1) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (2) to enable any reputable title insurance company to issue title insurance coverage on the Tracts; (3) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or guarantee mortgage loans on the Tracts; or (4) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Tract unless the Owner shall consent in writing.
18. **Finality of Determination by Association.** It is understood that the judgment of the Association, its successors and assigns, in the allocation and expenditure of said maintenance fund shall be final so long as such judgment is exercised in good faith. The enumeration of the service for which the maintenance fund may be expended carries no obligation for the Association to furnish any or such services except to the extent of funds actually received by the Association.
19. **Dissolution of Association.** The Association may be voluntarily dissolved by an affirmative decision of at least eighty percent (80%) of the votes of Members of the Association.
20. **Enforcement.** Enforcement of the covenants and restrictions of this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by the covenants and restrictions of this Declaration; and failure by the Association or any Owner to enforce any covenant or restriction of this Declaration therein contained shall in no event be deemed a waiver of the right to do so thereafter.
21. **Severability.** Invalidation of any one of these Covenants, Conditions and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

22. **Headings.** The headings contained in the Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.
23. **Notices.** Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

IN WITNESS WHEREOF, Declarant has executed this instrument on this the 10 day of June, 2011.

DOMINION @ SCENIC HILLS, LP
BY: DLCC MANAGEMENT, LLC, General Partner

BY: Beverly K Cummings

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on June 10, 2011, by Beverly K Cummings President of DLCC MANAGEMENT, LLC, General Partner of DOMINION KIMBLE RANCH, L.P., a Texas limited partnership, on behalf of the partnership.



Shay Hale
Notary Public, State of Texas

EXHIBIT "A"

All that certain tract or parcel of land, lying and being situated in the County of Kimble; State of Texas; comprising 2446.6 acres, more or less; being out of original surveys as follows:

approximately 480 acres out of original Survey No. 49, B.S.& F., Abstract No. 54;
approximately 498.5 acres out of original Survey No. 48, B.S.& F., Abstract No. 1760;
approximately 194 acres out of original Survey No. 57, B. S. & F., Abstract No. 59; approximately 323 acres out of original Survey No. 1, C. C. S. D. & R. G. N. G. R. R. Co., Abstract No. 793;
approximately 354 acres out of original Survey No. 47, B. S. & F., Abstract No. 52; approximately 99.1 acres out of original Survey No. 45, B.S.& F., Abstract No. 51; approximately 30 acres out of original Survey No. 43, B.S.& F., Abstract No. 50;
approximately 346 acres out of original Survey No. 42, B.S.& F., Abstract No. 1759;
approximately 122 acres out of original Survey No. 3, Georgetown R. R. Co., Abstract No. 931;

being part of that 4580.7 acre tract designated as Block Five, Headquarters part of the Bear Creek Ranch, as surveyed by J. A. Conklin, licensed State land surveyor, described in Exhibit E, which tract was conveyed to Armistead Dudley Rust in Partition Deed dated the first day of July 1949, of record in Volume 57, page 360, of the Deed Records of Kimble County, Texas; which tract is part of that 9658.3 acre tract which was conveyed from Nancy Rust Keeton, to Rust Ranch Co., by deed dated July 22, 1970, of record in Volume 80, at page 156, of the Deed Records of Kimble County, Texas; subject tract is out of that:

Tract No. One 484.3 acres, out of original Survey No. 49,
Tract No. Two 498.5 acres, out of original Survey No. 48
Tract No. Three 339.2 acres, out of original Survey No. 57
Tract No. Four 322.6 acres, out of original Survey No. 1
Tract No. Five 639.5 acres, out of original Survey No. 47
Tract No. Six 564.0 acres, out of original Survey No. 45,
Tract No. Ten 574.7 acres, out of original Survey No. 43,
Tract No. Eleven 340.2 acres, out of original Survey No. 42, and
Tract No. Twelve 120.2 acres, out of original Survey No. 3;
as describe in said Exhibit E; Rust Ranch, and subject tract being more particularly described by metes and bounds, as follows, to wit:

Beginning at a metal pipe fence corner post marking the southwest corner of said Tract No. Twelve 120.2 acres as described in said deed to Armistead Dudley Rust, for a northwest corner of that tract which was conveyed from Gregory Tatum and wife, Angela Tatum to Jerry L. Eldridge and wife, Darvis A. Eldridge, by deed dated January 14, 2004, of record in Volume 157, page 381, of the Deed Records of Kimble County, Texas, being the most easterly corner of that 2369.76 acre tract which was conveyed from Rust Ranch Co., to Dominion Kimble Ranch, L.P., by deed dated November 13, 2006, which corner is stated in said Dominion deed to be at 3-way pipe fence corner post;

Thence with the west line of said Tract No. Twelve 120.2 acres, and said Tract No. Four 322.6 acres, for an east line of said 2369.76 acre Dominion tract, a direction of N. 5° 33' W., along or near high fence line, for a distance of 7420.66 feet [deed 57/360- S. 5° 17' 30" E. following fence 764.2 varas and also S. 5° 16' 30" E. following fence 1908.1 varas] [deed to Dominion Kimble Ranch- N. 5° 33' W. over and across 9658.3 acre tract along or near high fence 7419.93'] to a metal fence corner post [Dominion deed- 3-way pipe fence corner post] [deed 57/360- north line of Survey No. 1] a corner of said 2369.76 acre Dominion tract;

Thence continuing with an east line of said 2369.76 acre Dominion tract, a direction of N. 5° 32' W., for a distance of 2785.71 feet [Dominion deed- N. 5° 32' W. 2785.38'] to a found stake with cap marked Bushong R.P.L.S 2340, marking the northeast corner of said 2369.76 acre Dominion tract, being in the north fence line of said Tract Three 339.2 acres, for the south line of that Tract No. 9, as described as being the north 301.3 acres of Survey No. 57, as designated as Block Three, North Part of the Bear Creek Ranch, which was conveyed to Sarah Agnes Rust Gordon in said Partition Deed recorded in Volume 57, page 360, of the Deed Records, which tract was subsequently conveyed as Tract No. 10 in deed from Jean Thrace Gordon Rainey, Charles Gordon Rainey, Robert Rust Rainey and David Dale Rainey to 3R Ranch Limited Partnership, dated 12th day of August, 1988, recorded in Volume 114, page 157, of the Deed Records of Kimble County, Texas, and said line was stated in said Dominion deed as [the occupational north line of 9658.3 acre tract and occupational south line of Tract No. 10 (Vol. 114, Pg. 157)];

Thence with the occupied north line of said Tract Three 339.2 acres, a north line of said Tract No. Two 498.5 acres, for the occupied south line of said Tract No. 10 in deed Volume 114, page 157, and part of a south line of Tract No. 11 in deed Volume 114, page 157, a direction of N. 89° 45' E., along or near a fence line for a distance of 3264.12 feet to a metal fence corner post [deeds- to fence] marking a reentrant corner of said Tract No. Two 498.5 acres, for the most southerly southeast corner of said Tract No. 11 in deed Volume 114, page 157, which both deeds state that the corner is 37.1 varas East from the west line of Survey No. 48, the east line of Survey No. 67;

Thence with a west line of said Tract No. Two 498.5 acres, an east line of said Tract No. 11 in deed Volume 114, page 157, a direction of N. 0° 51' E., along a fence for a distance of 1248.65 feet [deed 57/360- N. 1° 05' 20" E. following fence 450.4 varas] to a metal fence corner post marking the most northerly northwest corner of said Tract No. Two 498.5 acres, a reentrant corner of said Tract No. 11 in deed Volume 114, page 157;

Thence with a north line of said Tract No. Two 498.5 acres, and said Tract No. One, 484.3 acres, being the south line of said Tract No. 11 in deed Volume 114, page 157, and south line of Tract No. 12 in deed Volume 114, page 157, a direction of N. 87° 28' E., along or near a fence line for a distance of 3971.18 feet, continuing a direction of N. 87° 39' E., along fence for a distance of 690.93 feet, continuing a direction of N. 87° 26' E., along fence for a distance of 390.56 feet, continuing a direction of N. 86° 15' E., along fence for a distance of 112.35 feet [deed 57/360- N. 87° 44' 40" E. following fence 1849.6 varas] to a metal fence corner post marking angle in fence [deeds- turn in fence], continuing a direction of N. 82° 35' E., for a distance of 1641.33 feet [deed 57/360- N. 82° 50' 40" E. following fence 6.2 varas & 594.4 varas] to a metal fence corner post marking angle in fence [deeds- turn in fence], continuing a direction of S. 82° 11' E., along or near fence, at 1158.0 feet pass 0.8 of a foot south of fence, continuing a total distance of 1164.69 feet, continuing a direction of S. 74° 58' E., along fence for a distance of 21.75 feet [deed 57/360- S. 81° 59' E. following fence 427.3 varas] to a metal fence corner post [deed- turn in fence] which is located a distance of 2.7 feet South from an old Cedar fence post, continuing a direction of N. 68° 18' E. crossing cattle guard, for a distance of 17.38 feet to a creosote fence post, continuing a direction of N. 61° 09' E., along fence for a distance of 194.21 feet to a creosote fence post, continuing a direction of N. 61° 53' E., along fence for a distance of 617.96 feet, continuing a direction of N. 59° 57' E., along fence for a distance of 694.19 feet, and continuing a direction of N. 59° 49' E., along fence for a distance of 522.02 feet [deed 57/360- N. 61° E. following fence 735.8 varas] to a 1/2" iron stake (steel reinforcing bar) with cap marked Domingues 1713 set to mark the most easterly northwest corner of said Tract No. One, 484.3 acres, [deed 57/360- north line Survey No. 49] which corner is located a distance of 2044 feet, a direction of N. 60° 45' E., from the previously referenced old Cedar fence post;

Thence with the most northerly line of said Tract No. One, 484.3 acres, a direction of N. 90° 00' E., for a distance of 52.59 feet [deed 57/360- East 19.3 varas] to a ½" iron stake (steel reinforcing bar) with cap marked Domingues 1713 in a fence line [deed- point in fence] set to mark the northeast corner of said Tract No. One, 484.3 acres, which corner is located a distance of 3977.41 feet, a direction of S. 4° 06' W., from a 1 ½" iron pipe in rock mound found marking the northwest corner of that 1702.036 acre tract which was conveyed from Roy D. Rivers, III to Kimble County Ranch, LLC by deed dated July 15, 2008, of record in Volume 23, page 194, of the Official Public Records of Kimble County, Texas, [deed 23/194 states corner is- a 1 ½" pipe found in a rock mound the Northwest corner (1702.036 acre tract) whence a ½" steel stake found by a "T" fence corner post bears N. 88° 32' 38" W. 279.61 feet] the ½" iron stake (steel reinforcing bar) at fence corner post was also found;

Thence with fence, along the east line of said Tract No. One, 484.3 acres, [deed 57/360- South following fence 1900 varas] a direction of S. 0° 46' E., for a distance of 301.15 feet, continuing a direction of S. 0° 38' E., for a distance of 286.64 feet, continuing a direction of S. 0° 33' E., for a distance of 206.34 feet, continuing a direction of S. 0° 05' E., for a distance of 290.02 feet to a metal fence post at a gate, continuing a direction of S. 0° 58' E., crossing gate for a distance of 12.32 feet, to a metal fence post, continuing a direction of S. 0° 13' W., for a distance of 68.00 feet to a metal fence post at a gate, continuing a direction of S. 0° 53' W., across gate for a distance of 14.65 feet, to a metal fence post, continuing a direction of S. 0° 36' W., for a distance of 49.85 feet to a metal fence post, continuing a direction of S. 0° 47' W., for a distance of 100.38 feet, continuing a direction of S. 0° 01' E., crossing fence gap for a distance of 20.56 feet, continuing a direction of S. 0° 12' E., for a distance of 445.59 feet, continuing a direction of S. 0° 07' E., for a distance of 1403.85 feet, continuing a direction of S. 0° 51' W., for a distance of 40.25 feet, continuing a direction of S. 0° 01' W., for a distance of 390.77 feet to a fence post, continuing a direction of S. 0° 30' E., for a distance of 380.23 feet, continuing a direction of S. 0° 02' W., for a distance of 1104.18 feet to a Cedar fence post, continuing a direction of S. 16° 39' E., for a distance of 221.74 feet to a metal fence post, and continuing a direction of S. 11° 51' E., for a distance of 12.47 feet to corner in center of a 30 foot wide access easement as described in said instrument from Roy D. Rivers, III to Kimble County Ranch, LLC, of record in Volume 23, page 194;

Thence with a division line of said Rust Ranch, the center of said 30 foot wide access easement record in Volume 23, page 194, a direction of S. 79° 19' W., for a distance of 197.49 feet [deed 23/194- N. 79° 22' 07" E. 197.49' a calculated point], continuing a direction of N. 74° 19' W., for a distance of 225.66 feet [deed 23/194- S. 74° 15' 29" E. 225.66' a calculated point], continuing a direction of N. 56° 58' W., for a distance of 89.03 feet [deed 23/194- S. 56° 54' 39" E. 89.03 a calculated point], continuing a direction of N. 40° 44' W., for a distance of 213.05 feet [deed 23/194- S. 40° 40' 55" E. 213.05' a calculated point], and continuing a direction of N. 53° 03' W., for a distance of 177.93 feet [deed 23/194- S. 52° 59' 35" E. 177.93' a calculated point] in the approximate center of County Road 213, located a distance of 45.41 feet, a direction of N. 52° 18' E., from a set ½" iron stake (steel reinforcing bar) with cap marked Domingues 1713;

Thence with another division line of said Rust Ranch, being the approximate center of the existing traveled road of said County Road 213, (a ½" iron stake with cap marked Domingues 1713 was set twenty five feet west and normal from the bisecting tangent lines) a direction of S. 17° 42' W., for a distance of 39.97 feet, continuing a direction of S. 38° 46' W., for a distance of 358.80 feet, continuing a direction of S. 43° 38' W., for a distance of 123.91 feet, continuing a direction of S. 59° 52' W., for a distance of 195.07 feet, continuing a direction of S. 68° 18' W., for a distance of 329.20 feet, continuing a direction of S. 54° 10' W., for a distance of 220.91 feet, continuing a direction of S. 47° 44' W., for a distance of 949.10 feet, continuing a direction of S. 49° 00' W., for a distance of 550.34 feet, continuing a direction of S. 57° 37' W., for a distance of 452.54 feet, and continuing a direction of S. 65° 45' W., for a distance of 235.41 feet, to corner, located a distance of 43.66 feet, S. 79° 19' E., from a ½" iron stake (steel reinforcing bar) with cap marked Domingues 1713;

Thence with another division line of said Rust Ranch, a direction of N. 86° 11' W., at a distance of 41 feet a metal fence corner post, continuing with a fence a total distance of 110.62 feet, to a metal fence post, continuing with a fence a direction of N. 70° 32' W., passing gate posts, for a distance of 302.43 feet to a metal fence post, continuing with a fence a direction of N. 70° 26' W., for a distance of 200.43 feet to a metal fence post, continuing with a fence a direction of N. 70° 17' W., for a distance of 198.51 feet to a metal fence post, continuing with a fence a direction of N. 70° 28' W., for a distance of 1013.20 feet to a metal fence post, continuing with a fence a direction of N. 70° 33' W., for a distance of 717.31 feet to a metal fence post, continuing with a fence a direction of N. 70° 47' W., for a distance of 235.72 feet to a ½" iron stake (steel reinforcing bar) with cap marked Domingues 1713 set to mark angle, and continuing a direction of N. 72° 14' W., for a distance of 1160.00 feet to a ½" iron stake (steel reinforcing bar) with cap marked Domingues 1713 set to mark a reentrant corner of subject tract, on the north side of a creek;

Thence with another division line of said Rust Ranch, a direction of S. 67° 44' W., crossing creek, for a distance of 597.73 feet, to a metal fence post marking a reentrant corner of subject tract;

Thence with another division line of said Rust Ranch, a direction of S. 14° 45' E., for a distance of 1418.89 feet, to a ½" iron stake (steel reinforcing bar) with cap marked Domingues 1713 set to mark corner in high fence, and continuing a direction of S. 29° 46' W., along a high fence, for a distance of 1892.32 feet, to a ½" iron stake (steel reinforcing bar) with cap marked Domingues 1713 set to mark another reentrant corner of subject tract;

Thence with another division line of said Rust Ranch, a direction of S. 47° 38' E., for a distance of 1572.42 feet, to a ½" iron stake (steel reinforcing bar) with cap marked Domingues 1713 set to mark corner, and continuing a direction of S. 81° 52' E., for a distance of 3432.90 feet, to a ½" iron stake (steel reinforcing bar) with cap marked Domingues 1713 set to mark corner in approximate center of said County Road 213, from which a ½" iron stake (steel reinforcing bar) with cap marked Domingues 1713 was set a distance of 25.31 feet, a direction of N. 81° 52' W.;

Thence with another division line of said Rust Ranch, being the approximate center of the existing traveled road of said County Road 213, (a ½" iron stake with cap marked Domingues 1713 was set twenty five feet west and normal from the bisecting tangent lines) a direction of S. 17° 10' W., for a distance of 975.24 feet, continuing a direction of S. 19° 07' W., for a distance of 471.10 feet, continuing a direction of S. 30° 54' W., for a distance of 447.78 feet, continuing a direction of S. 20° 26' W., for a distance of 208.28 feet, continuing a direction of S. 18° 02' W., for a distance of 173.87 feet, continuing a direction of S. 7° 21' W., for a distance of 54.52 feet, continuing a direction of S. 3° 05' W., for a distance of 160.50 feet, continuing a direction of S. 5° 34' E., for a distance of 694.97 feet, continuing a direction of S. 4° 08' W., for a distance of 176.54 feet, and continuing a direction of S. 13° 52' W., for a distance of 86.37 feet to the most southerly southeast corner of subject tract, being in a north line of that tract which one fourth interest was conveyed from Benson B. Terrell et. ux. Joan Renee Terrell to Arnold J. Natali, by deed dated 18th July, 1995, of record in Volume 131, page 4, of the Deed Records of Kimble County, Texas, which tract was previously conveyed from Margene Rust Robertson to Benson B. Terrell et. ux. Joan Renee Terrell, May 18, 1995, recorded in Volume 130, page 441, Deed Records of Kimble County, Texas, being also located in a south line of said Tract Ten 574.7 acres of said Rust Ranch, said corner being on the north side of Kimble County Road No. 210, and located a distance of 25.0 feet, a direction of S. 69° 25' E., from a metal fence corner post;

Thence with a north line of said Benson Terrell tract, a south line of said Tract Ten 574.7 acres, and said Tract No. Eleven 340.2 acres, a direction of N. 69° 25' W., at 25.0 feet a metal fence corner post, continuing along or near a fence line for a distance of 412.86 feet [deed 57/360 total-S. 69° 10' E. following fence 96.7 vans & 319.6 varas] [deed 131/4 total-S. 69° 37' 16" E. 1154.68'] to a 5/8" iron stake (steel reinforcing bar) [deed 131/4 - 5/8" iron rod set at angle post] found at an old fence post, marking corner, continuing a direction of N. 80° 32' W., along or near a fence line for a distance of 1041.37 feet [deed 131/4-S. 80° 42' 49" E. 1040.99'] to a 5/8" iron stake (steel reinforcing bar) [deed 131/4 - 5/8" iron rod set at angle post] found at an old fence post, marking corner, continuing a direction of N. 80° 25' W., along or near a fence line for a distance of 1047.76 feet [deed 57/360 - S. 80° 01' E. following fence 765.6 varas] [deed 131/4 - S. 80° 34' 52" E. 1047.76'] to a 5/8" iron stake (steel reinforcing bar) [deed 131/4 - 5/8" iron rod set at angle post] found at an old fence post, marking corner, continuing a direction of N. 86° 08' W., along or near a fence line for a distance of 888.18 feet [deed 131/4 - S. 88° 35' 28" E. 856.75'] to a 5/8" iron stake (steel reinforcing bar) [deed 131/4 - 5/8" iron rod set at angle post] found at an old fence post, marking corner, and continuing a direction of N. 81° 15' W., along or near a fence line for a distance of 2027.75 feet [deed 57/360 - S. 82° 38' 00" E. following fence 1038.1 varas] [deed 131/4 - S. 81° 49' 55" E. 2057.42'] to a 1/2" iron stake (steel reinforcing bar) with cap marked Domingues 1713 set in post hole, [deed 157/381 - 3" galvanized iron post] being the northwest corner of said Benson Terrell to Natali tract for the northeast corner of aforesaid Tatum to Eldridge tract Volume 157, page 381;

Thence with a north line of said Tatum to Eldridge tract, a south line of said Tract No. Eleven 340.2 acres, and said Tract No. Twelve 120.2 acres, a direction of N. 81° 12' W., along or near a fence line for a distance of 2325.76 feet [deed 57/360 - S. 80° 58' 10" E. following fence 26.3 varas & 810.9 vans] [deed 157/381 - S. 81° 22' 38" E. 2325.761 to the place of beginning.

EXHIBIT "B"

All that certain area for ingress and egress easement, sixty (60) feet in width, lying and being situated in the County of Kimble; State of Texas; being across original Survey No. 42, B.S. & F., Abstract No. 1759; being across part of that 2446.6 acre tract of the Rust Ranch, which was conveyed to Dominion @ Scenic Hills L.P., by deed of record in Volume 42, page 311, of the Official Public Records of Kimble County, Texas; which tract is part of that 4580.7 acre tract designated as Block Five, Headquarters part of the Bear Creek Ranch, as surveyed by J. A. Conklin, licensed State land surveyor, described in Exhibit E, which tract was conveyed to Armistead Dudley Rust in Partition Deed dated the first day of July 1949, of record in Volume 57, page 360, of the Deed Records of Kimble County, Texas; which tract is part of that 9658.3 acre tract which was conveyed from Nancy Rust Keeton, to Rust Ranch Co., by deed dated July 22, 1970, of record in Volume 80, at page 156, of the Deed Records of Kimble County, Texas; and the center of subject easement, having 30 feet on either side, is more particularly described by metes and bounds, as follows, to wit:

Beginning in a south line of said 2446.6 acre Dominion tract, for a north line of that tract which was previously conveyed from Margene Rust Robertson to Benson B. Terrell et. ux. Joan Renee Terrell, May 18, 1995, recorded in Volume 130, page 441, Deed Records of Kimble County, Texas, said corner being on the north side of Kimble County Road No. 210, being at the southwest corner of a 50.0 acre tract that is part of said 2446.6 acre Dominion tract, and located a distance of 1578.70 feet, a direction of N. 81° 15' W., from a 5/8" iron stake (steel reinforcing bar) found at an old fence post, marking corner of said 2446.6 acre Dominion tract, which 5/8" iron stake is located a distance of 2325.76 feet, a direction of S. 81° 12' E., and a distance of 2027.75 feet, a direction of S. 81° 15' E., from the beginning corner of said 2446.6 acre Dominion tract, being at a metal pipe fence corner post marking the southwest corner of Tract No. Twelve 120.2 acres as described in said deed to Armistead Dudley Rust, being the most easterly corner of that 2369.76 acre tract which was conveyed from Rust Ranch Co., to Dominion Kimble Ranch, L.P., by deed dated November 13, 2006, which corner is stated in said Dominion deed to be at 3-way pipe fence corner post;

Thence with the center of subject 60 foot wide ranch road easement across said 2446.6 acre Dominion tract, for the west line of said 50.0 acre tract, a direction of N. 13° 01' E., for a distance of 119.66 feet, continuing a direction of N. 17° 53' W., for a distance of 77.71 feet, continuing a direction of N. 2° 46' W., for a distance of 390.49 feet, continuing a direction of N. 22° 31' W., for a distance of 110.28 feet, continuing a direction of N. 13° 41' E., for a distance of 218.58 feet, and continuing a direction of N. 5° 28' E., for a distance of 587.60 feet to a 1/2" iron stake (steel reinforcing bar) set to mark the northwest corner of said 50.0 tract;

FILED FOR RECORD

06-14-11P03:06 FILE

HAYDEE TORRES

COUNTY CLERK, KIMBLE COUNTY, TEXAS.

Audrey Sellers
AUDREY SELLERS, DEPUTY
KATHY WHITLOCK, DEPUTY

STATE OF TEXAS
COUNTY OF KIMBLE

46861

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



Haydee Torres
County Clerk, Kimble County, Texas

VOL. _____ PAGE _____

RECORDED _____