

FINAL PLAT OF FOSSIL CREEK RANCH

2175.88 ACRES OF LAND, MORE OR LESS LOCATED APPROXIMATELY 32 MILES SOUTHWEST OF ROCKSPRINGS, EDWARDS COUNTY, TEXAS, BEING A PORTION OF THAT LAND CALLED TRACT TWO, 2159.85 ACRES AND DESCRIBED IN A DEED TO RANCH ENTERPRISES LTD. FOUND OF RECORD IN VOLUME 230, PAGE 323 OF THE OFFICIAL PUBLIC RECORDS OF EDWARDS COUNTY, TEXAS, AND 16.2 ACRES CALLED "16.137 ACRES" AND DESCRIBED IN A DEED TO RANCH ENTERPRISES, LTD. FOUND OF RECORD IN VOLUME 239, PAGE 621 OF THE OFFICIAL PUBLIC RECORDS OF EDWARDS COUNTY TEXAS, AND BEING PORTIONS OF ORIGINAL PATENT SURVEYS AS SET FORTH BELOW

FLOOR PLAN INFORMATION

The tracts in Fossil Creek Ranch are subject to Zone "A" (100 year flood plain) as interpolated from F.B.M. Eversmuth, State Panel No. 481817 DRS A, and Panel No. 481817 CTS A, effective date February 19, 1982.

STATE OF TEXAS
COUNTY OF EDWARDS

This Final Plat of Fossil Creek Ranch was reviewed

and approved on this the 12 day of Jan., 2000.

Carma Baker
Edwards County Clerk

This Final Plat of Fossil Creek Ranch was reviewed

and approved on this the 12 day of Jan., 2000.

Jeffrey R. Baker
CHIEF APPRAISER
Edwards Central Appraisal District

I, the undersigned Tax Assessor/Collector for Edwards County Texas, after having made a diligent review of the county's records, find that there are no taxes past due on the proposed hereby to be subdivided and I further find that otherwise same subdivision does not conflict with any other name on the rolls of this county or subdivision. I further have no object to the form or content of this plat.

Reviewed & Approved on this the 12 day of Jan., 2000.

David A. Baker
EDWARDS COUNTY TAX ASSESSOR/COLLECTOR

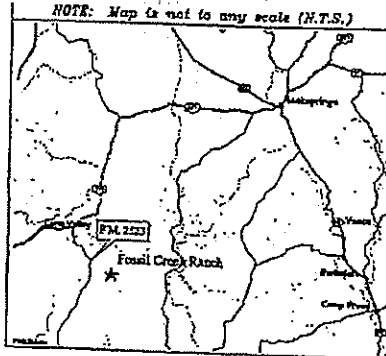
I, the undersigned Treasurer for Edwards County, Texas, after having made diligent review of my records, and based upon the records of my office, find that none of the per or subdivide of the land proposed to be subdivided are given indebted to Edwards County.

Reviewed & Approved on this the 12 day of Jan., 2000.

Ray D. Baker
EDWARDS COUNTY TREASURER

I, the undersigned Edwards County Commissioner, after he reviewed this plat and all supporting documents, and find that same is sufficient and that it satisfies and com with the Edwards County subdivision regulations. I do recommend the approval by the Edwards County Commission Court.

James (Jep) Baker
EDWARDS COUNTY COMMISSIONER
(President)



FINAL PLAT SUBMISSION OF FOSSIL CREEK RANCH:
Final plat submitted to Commissioners' Court:
Final plat reviewed by Commissioners' Court:

- IF ACCEPTED, date approved: 1-12-06

- IF DENIED, date resubmitted:

STATE OF TEXAS
COUNTY OF EDWARDS

I, the County Judge of Edwards County, Texas, hereby indicate approval of this final plat of the Fossil Creek Ranch and any supporting documents and materials by the the Commissioners' Court of Edwards County, Texas.

Reviewed & Approved on this the 12 day of Jan., 2000.

Walter L. Galt
Walter Galt
EDWARDS COUNTY JUDGE

STATE OF TEXAS
COUNTY OF KERR

I hereby certify that this plat is an accurate representation of a survey as made on the ground, under my supervision and direction, and that there are no visible or apparent assumptions or encroachments, except as shown hereon.

Dated this 12 day of January, 2000.

Rodney W. Little
Rodney W. Little
Land Surveying & Mapping
P.O. Box 1593
Medina, Texas 78055
(512) 455-4500

KNOWN ALL MEN BY THESE PRESENTS:

This is to hereby certify that this subdivision plat of FOSSIL CREEK RANCH is recorded in Volume 5 at Page 37 of the Plat Records of Edwards County, Texas on the 12 day of January, 2000.

Carma Baker
Edwards County Clerk

**FOSSIL CREEK RANCH
RESTRICTIONS AND COVENANTS**

Bk Vol
0084 240
OR 483

The property is the Fossil Creek Ranch, as recorded in the plat records of Edwards County, Texas, is subject to the covenants hereby made by the developer, (Seller), to-wit:

1. That these covenants are to run with the land and shall be binding on the Purchaser and all persons claiming under him. Purchaser understands that these restrictions and covenants are filed in the Real Property Records of Edwards County, Texas.
2. Hunting of all kinds for all game or other animals, whether on foot or by vehicle, is prohibited on or from roads in Fossil Creek Ranch. That the above property herein shall not be used for commercial or day lease hunting nor any manufacturing purposes. There exists a grazing lease on this property. Purchaser understands that livestock may be present on his land and that sources of water on his land that existed when the property was purchased may be used for said livestock. Purchaser has no obligation to continue this lease and may cancel the lease on his property by constructing fencing that meets local standards and is adequate to keep Lessee's livestock off his property and then giving Lessee 30 days advance notice that he wishes to not participate in the lease. If Purchaser desires to remove or alter any existing fences on his property Lessee shall be notified in advance in order to maintain control of the livestock.
3. That no automobile, truck, trailer, or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.
4. That no structure of any kind (including hunting blinds and/or deer feeders) shall be permitted within 300 feet of any public road, 200 feet of any roadway easement or 100 feet of any property line.
5. No noxious or offensive activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to any adjoining tract. No tract shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Texas, the County of Edwards, if applicable, or any other governmental agency having jurisdiction thereof.
6. Not more than one residence shall be permitted on any tract. No communal residences shall be permitted.
7. That no commercial swine operation shall be permitted.
8. PURCHASER agrees not to impede the flow of water in and to existing water lines that are on his property and grants ingress and egress to persons who need to maintain said water lines. Only those Purchasers who own an interest in an existing well shall have the right to use water from said well. Seller will not furnish water to any existing water troughs or tanks.
9. That no tract may be subdivided without the express written consent of the SELLER. This restriction will not prevent the Texas Veterinary Land Board (TVLB) from deciding a tract to a veteran for the purpose of a home site.
10. PURCHASER hereby authorizes SELLER and/or Assigns to charge each property owner a maintenance fee of \$1.00 per acre, per year, not to exceed \$100.00 to improve and maintain entrances, roads, community wells, water lines, storage tanks and any other maintenance deemed necessary by the SELLER and/or Assigns in the Fossil Creek Ranch Subdivision. Those tracts of land which front exclusively on a state or county maintained road will be charged a maintenance fee of \$5.50 per acre, per year, not to exceed \$100.00. Such charge shall not be assessed against SELLER and/or Assigns. Such charge shall be made by direct billing to the property owner. If PURCHASER refuses to make said payments, PURCHASER hereby authorizes SELLER, at SELLER's option, to deduct such charge from payments made by PURCHASER, and any such charge so deducted will not be credited to the payment on the balance due on the purchase price, principal or interest. It is understood and agreed that this road maintenance charge (if not paid within 60 days of billing date) shall become a lien against the tract being conveyed, permitting SELLER and/or Assigns such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended time to time.
11. That at such time as SELLER may determine in his sole discretion, the SELLER shall have the authority but not the obligation to notify each (and) owner of the time, date, and a place of a meeting of all tract owners to be held for the purpose of organizing a Property Owner's Association. A majority of the votes of the tract owners in attendance at such meetings or by written proxy shall be sufficient to transact business at such meeting. Each tract owner, including SELLER, attending or represented by written proxy at such meetings shall have one vote for each tract owned by such owner on all business to come before the meeting. Upon the creation and organization of such organization, as non-profit corporation, or otherwise, SELLER shall transfer and assign to the association the current balance of the road improvement and maintenance, if any. Thereafter such association shall have the power, authority and obligation to maintain the roadways of the development and collect the road maintenance assessment. All such assessments upon any tract in the development shall become the personal obligation of the owners of such tract and such association is hereby granted a lien upon each lot to secure the payments of such assessments, permitting said association such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended time to time. If it is understood that SELLER, or SELLER's assigns, shall not be responsible for paying this assessment under any circumstances. In the event a lien has been placed on property to secure the payment of assessments and that property is repossessed or otherwise transferred to SELLER it is understood that all such liens will be released.
12. No deviation of any kind shall be permitted from these restrictions unless permission is granted in writing by the SELLER.

This instrument was acknowledged before me on the 2nd day of November, 2008, by Reginald A. Tuck, General Partner of Ranch Enterprises Ltd., a Texas Limited Partnership, d/b/a Fossil Creek Ranch, on behalf of said Limited Partnership.

Reginald A. Tuck
Reginald A. Tuck
General Partner of Ranch Enterprises Ltd.

Stephanie M. Grubbs
Stephanie Grubbs
Notary Public in and for the State of Texas
My Commission Expires on 10/17/2010



FILED FOR RECORD IN
Edwards County
Joanna Baker
COUNTY CLERK

DN: Jan 18, 2006 AT 10:14A

Plot 85

Document Number: 140086
1340:00

Receipt Number - 4759
By
Joanna Baker, Deputy