

**Declaration of Restrictive Covenants of
The Ranches at Joshua Crossing**

Basic Information

Date: September 8th, 2010

CF# 32018

Declarant: THE RANCHES AT JOSHUA CROSSING, LLC, a Texas
limited liability company

Declarant's Address: 234 W. Bandera Road #336
Boerne, Texas 78006

Association: THE RANCHES AT JOSHUA CROSSING HOMEOWNERS
ASSOCIATION, INC., a Texas nonprofit corporation

Association's Address: 234 W. Bandera Road #336
Boerne, Texas 78006

Property:

TRACT 1: Being a 79.01 acre, more or less, tract of land, consisting of approximately 64.96 acres out of the Wm. Roemer Survey No. 1096, Abstract No. 1177, 14.03 acres out of the Julius Lindner Survey No. 884, Abstract No. 1031, and approximately 0.02 acre out of the Beaty, Seale, Forwood Survey No. 1, Abstract No. 76, Kendall County, Texas; said 79.01 acres being more particularly described in Exhibit "A" which is attached hereto and made a part hereof.

TRACT 2: Being 98.738 acres of land, more or less, out of the Juan Andres Zambrano Survey No. 17, Abstract No. 543, Kendall County, Texas, said 98.738 acres being more particularly described in Exhibit "B" attached hereto and made a part hereof.

TRACT 3: Being 30.02 acres of land, more or less, out of the Juan Andres Zambrano Survey No. 17, Abstract No. 543, in Kendall County, Texas; said 30.02 acres being more particularly described in Exhibit "C" which is attached hereto and made a part hereof.

Definitions

"ACC" means the Architectural Control Committee established in this Declaration.

"Assessment" means any amount due to the Association by an Owner or levied against an Owner by the Association under this Declaration.

"Board" means the Board of Directors of the Association.

"Bylaws" means the Bylaws of the Association adopted by the Board.

“Common Area” means all property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body. Declarant will convey the Common Area to the Association.

“Covenants” means the covenants, conditions, and restrictions contained in this Declaration.

“Declarant” means THE RANCHES AT JOSHUA CROSSING, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

“Easements” means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

“Governing Documents” means this Declaration and the Certificate of Formation, Bylaws, rules of the Association, and standards of the ACC, as amended.

“Lot” means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

“Member” means Owner.

“Owner” means every record Owner of a fee interest in a Lot.

“Plat” means the Plat of the Property recorded in Volume 6, Pages 6-8 of the Plat Records of Kendall County, Texas, as amended by Amending Plat recorded in Volume 6, Pages 129-131 of the Plat Records of Kendall County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

“Residence” means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

“Single Family” means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

“Structure” means any improvement on a Lot (other than a Residence), including a tennis court, swimming pool, outbuilding, or recreational equipment.

“Subdivision” means the Property covered by the Plat and any additional property made subject to this Declaration.

“Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

Clauses and Covenants

A. Imposition of Covenants

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Governing Documents and agrees that failure to comply may subject him to a fine, an action for amounts due to the Association, damages, or injunctive relief.

B. Plat and Easements

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

C. Use and Activities

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

2. *Prohibited Activities.* Prohibited activities are—

- a. any activity that is otherwise prohibited by the Governing Documents;
- b. any illegal activity;
- c. any nuisance or noxious or offensive activity;
- d. any dumping of rubbish;
- e. any storage of—
 - i. building materials except during the construction or renovation of a Residence or a Structure;
 - ii. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
 - iii. unsightly objects unless completely shielded by a Structure;
- f. any exploration for or extraction of minerals;

- g. any raising, keeping or breeding of animals, livestock, birds, or poultry of any kind on any Lot or any other portion of the Subdivision except as specifically provided in this paragraph g. Horses may be raised or kept on a Lot provided that they are limited to one animal unit for every one and one-half (1 1/2) acres. Cows may be raised or kept on a Lot provided they are limited to one animal unit for every five (5) acres. For the purposes hereof, one animal unit shall be equal to one horse or one cow. No pigs, swine, hogs, chickens or goats will be permitted on any part of the Subdivision, and no commercial livestock or fowl feeding, or feed lot, will be permitted on the Subdivision. Domestic household pets, such as dogs and cats, not to exceed three (3) are allowed provided that they are not raised for commercial purposes, and specifically, no kennels or dog runs for the purpose of breeding dogs or cats or any other animals will be permitted on any part of the Subdivision. Only domestic household pets living inside a Residence or inside an outdoor fenced enclosure shall be allowed. No animals shall be allowed outside its Owner's Lot unless restrained in some manner, for example, by leash;
- h. any commercial or professional activity except reasonable home office use;
- i. the renting of a portion of a Residence or Structure;
- j. the drying of clothes in a manner that is visible from any street;
- k. the display of any sign except—
 - i. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and
 - ii. political signage not prohibited by law or the Governing Documents;
- l. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;
- m. moving a previously constructed house onto a Lot;
- n. interfering with a drainage pattern without ACC approval;
- o. hunting and shooting; and
- p. occupying a Structure that does not comply with the construction standards of a Residence.

D. Construction and Maintenance Standards

- 1. *Lots*

- a. *Consolidation of Lots.* An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.
- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Easements.* No easement in a Lot may be granted without ACC approval.
- d. *Maintenance.* Each Owner must keep the Lot, all landscaping, the Residence, and all Structures in a neat, well-maintained, and attractive condition.

2. *Residences and Structures*

- a. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.
- b. *Maximum Height.* The maximum height of a Residence is thirty-five (35) feet above grade. On a Lot with a slope, the height of the Residence will be measured from the midpoint of the foundation.
- c. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least two thousand six hundred (2,600.00) square feet if one story or three thousand (3,000.00) square feet if two story.
- d. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat and as set out in this paragraph. Each Residence must face the front Lot line, unless otherwise approved by the ACC. All Structures must be located behind the rear wall of the Residence. All outbuildings, except garages, must not be visible from any street. In addition to the setback lines shown on the Plat, the following setback lines are applicable to any Residence or Structure to be located on the Lot described:

Lot 1 - will have a one hundred foot (100') front yard setback fronting on Blashke Road, fifty foot (50') building setback along Joshua Ranch Drive, and twenty-five foot (25') setback on side and rear yard.

Lots 3-10 and 24-34 - will have a one hundred foot (100') front yard setback from the property line of each lot, fifty (50') rear setback, twenty-five foot (25') side setback, fifty foot (50') setback on corner or triangular lots, and fifty foot (50') building setback to any road property line.

Lots 11-23 - will have a fifty foot (50') front yard setback, fifty foot (50') rear setback, and twenty-five foot (25') side setback.

- e. *Garages.* Each Residence must have at least a two-car garage accessed by a driveway. The garage may be a separate structure.

- f. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within ninety (90) days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within one hundred twenty (120) days and the Lot restored to a clean and attractive condition.
 - g. *Fences, Walls, and Hedges.* No fence, wall, or hedge may be located forward of the front wall line of the Residence, except for trellises and decorative fences that are approved by the ACC. All fences along Joshua Ranch Drive must be constructed of a quality, design and appearance approved by the ACC in the "King Ranch" style out of rough cedar posts and wire netting and the plans and specifications for all such fences must be submitted to and approved by the ACC.
 - h. *Antennae.* No antenna, satellite dish, or associated wires may be visible from the street or be located behind the back setback line of any Lot.
 - i. *Flagpoles.* No flagpole may be permanently placed on any Lot unless previously approved by the ACC.
 - j. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.
 - k. *Landscaping.* Landscaping must be installed within one hundred eighty (180) days after occupancy. The minimum landscaping is specified in the standards of the ACC.
 - l. *Construction of Residence and Structures.* There is no time limit to start construction of a Residence or Structure on a Lot, but once construction of a Residence or Structure has started, it must be completed within eighteen (18) months after the start date.
3. *Building Materials for Residences and Structures*
- a. *Roofs.* Only tile, metal or architectural grade heavy composition may be used on Residences and Structures, unless otherwise approved by the ACC. All roof stacks must be painted to match the roof color.
 - b. *Air Conditioning.* Window or wall-type air conditioners may not be used in a Residence.
 - c. *Exterior Walls.* All Residences must have at least eighty percent (80.00%) percent of their exterior walls, including exposed foundation, of stone, brick or stucco, minus windows and doors, unless otherwise approved by the ACC.
 - d. *Color Changes.* No change to the color of the exterior walls, trim, or roof of a Residence will be permitted, unless otherwise approved by the ACC.

- e. *Driveways and Walkways.* The first fifty (50) feet of all driveways measured from the street must be surfaced with concrete. The remainder of the driveways and all walkways must be surfaced with a permanent material. Driveways and walkways may not be surfaced with dirt, gravel, shell, or crushed rock.
- f. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.

E. Association

1. *Establishment and Governance.* The Association is established by filing its Certificate of Formation and is governed by the certificate, the Declaration, and the Bylaws. The Association has the powers of a nonprofit corporation and the property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Governing Documents. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Association has two classes of voting Members:

- a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.
- b. *Class B.* The Class B Member is Declarant and has the number of votes for each Lot owned specified in the Bylaws. The Class B Membership ceases and converts to Class A Membership on the earlier of—
 - i. when the Class A Members' votes exceed the total of Class B Member's votes or
 - ii. January 1, 2015.

F. ACC

1. Establishment

- a. *Purpose.* The ACC is established as a committee of the Association to assist the Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Governing Documents.
- b. *Members.* The ACC consists of at least three (3) persons appointed by the Board. The Board may remove or replace an ACC member at any time.
- c. *Term.* ACC members serve until replaced by the Board or they resign.

- d. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Governing Documents to carry out its purpose. On request, Owners will be provided a copy of any standards.

2. *Plan Review*

- a. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.
- b. *Procedures*
 - i. *Complete Submission.* Within thirty (30) days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.
 - ii. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within forty-five (45) days after complete submission, the submitted plans and specifications are deemed approved.
- c. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within forty-five (45) days after the ACC's action. The Board shall determine the appeal within thirty (30) days after timely notice of appeal is given. The determination by the Board is final.
- d. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.
- e. *No Liability.* The Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

G. **Assessments**

1. *Authority.* The Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Association, and to improve and maintain the Common Areas.
2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.
3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by the Declarant and assigned to the Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Association to secure Assessments.
4. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.
5. *Regular Assessments*
 - a. *Rate.* Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Association. Until changed by the Board, the Regular Assessment is \$1,200.00 per Lot per year.
 - b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.
 - c. *Collections.* Regular Assessments will be collected semiannually in advance, payable on the first day of October and April of each year.
6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.
7. *Approval of Special Assessments.* Any Special Assessment must be approved by a majority vote at a meeting of the Members in accordance with the Bylaws.
8. *Fines.* The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law.
9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to Assessments due before the foreclosure.
10. *Delinquent Assessments.* Any Assessment not paid within sixty (60) days after it is due is delinquent.

H. Remedial Rights

1. *Late Charges and Interest.* A late charge of five percent (5%) of the delinquent amount is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of eighteen percent (18%) per year or the highest contractual rate allowed by law, whichever is less. The Board may change the late charge and the interest rate.

2. *Costs, Attorney's Fees, and Expenses.* The Owner is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent Assessments, foreclosing the Association's lien, and enforcing the Governing Documents.

3. *Nonjudicial Foreclosure of Lien.* The Association may foreclose the Association's lien against a Lot 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.

4. *Judicial Enforcement.* The Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Association's lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

5. *Suspension of Voting.* An Owner delinquent in payment of any Assessment may not vote.

6. *Suspension of Other Rights.* If an Owner violates the Governing Documents, the Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.

7. *Damage to Property.* An Owner is liable to the Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

I. Common Area

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Association to—

- a. charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;
- b. suspend an Owner's rights under the Governing Documents;
- c. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
- d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of two-thirds (2/3) of the Members at a meeting in accordance with the Bylaws.

2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Governing Documents.

3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

J. General Provisions

1. *Term.* This Declaration runs with the land and is binding for a term of thirty (30) years. Thereafter this Declaration automatically continues for successive terms of ten (10) years each, unless within twenty-four (24) months before the end of a term two-thirds (2/3) of the Members at a meeting in accordance with the Bylaws elect not to extend the term. An instrument reflecting the election not to extend the term will be signed by the Association and recorded.

2. *No Waiver.* Failure by the Association or an Owner to enforce the Governing Documents is not a waiver.

3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by vote of two-thirds (2/3) of the votes in the Association at a meeting in accordance with the Bylaws. An instrument containing the approved amendment will be signed by the Association and recorded.

5. *Conflict.* This Declaration controls over the other Governing Documents.

6. *Severability.* The provisions of this Declaration are severable. If any provision of this Declaration is invalidated or declared unenforceable, the other provisions remain valid and enforceable.

7. *Notices.* Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member, at the Member's last known address according to the Association's records, and the Association, the Board, the ACC, or a managing agent at the Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

8. *Annexation of Additional Property.* On written approval of the Board and not less than two-thirds (2/3) of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

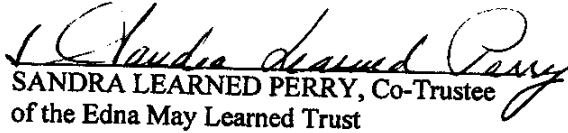
9. *Multiple Counterparts.* This instrument may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

Declarant

THE RANCHES AT JOSHUA CROSSING, LLC,
a Texas limited liability company

By: _____
Gary Alexander, Managing Member

Owner of Lots 1A, 2, 7, 11, 12, 13A, 16A and 30


SANDRA LEARNED PERRY, Co-Trustee
of the Edna May Learned Trust

Owner of Lot 24

MICHAEL J. REED

LINDA A. REED

Owner of Lot 25

GARY ALEXANDER

KAREN ALEXANDER

Owner of Lot 26

STERLING TRUST COMPANY, Custodian
fbo The Graves Group Solo 401 (K)
Account# Q10108

By: _____
Name: _____
Title: _____

Declarant

THE RANCHES AT JOSHUA CROSSING, LLC,
a Texas limited liability company

By: 

Gary Alexander, Managing Member

Owner of Lots 1A, 2, 7, 11, 12, 13A, 16A and 30

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MICHAEL J. REED


LINDA A. REED

Owner of Lot 25


GARY ALEXANDER


KAREN ALEXANDER

Owner of Lot 26

STERLING TRUST COMPANY, Custodian
fbo The Graves Group Solo 401 (K)
Account# Q10108

By: 

Name: William A. Graves

Title: Account Holder

Owner of Lot 29

FRED L. WATERMAN

MARJORY K. WATERMAN

Owner of Lot 34

GARY R. ALEXANDER

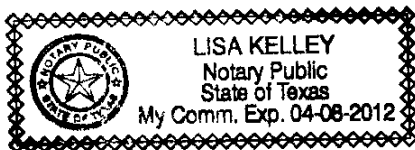
JAMES E. PERRY

STATE OF TEXAS §

COUNTY OF KENDALL §

This instrument was acknowledged before me on the 8th day of September 2010, by Gary Alexander, Managing Member of THE RANCHES AT JOSHUA CROSSING, LLC, a Texas limited liability company, on behalf of said limited liability company.

Lisa Kelley
Notary Public, State of Texas



Owner of Lot 29

FRED L. WATERMAN

MARJORY K. WATERMAN

Owner of Lot 34

GARY R. ALEXANDER

JAMES E. PERRY

STATE OF TEXAS

§

COUNTY OF KENDALL

§

This instrument was acknowledged before me on the _____ day of _____, 2010, by Gary Alexander, Managing Member of THE RANCHES AT JOSHUA CROSSING, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF CALIFORNIA §

COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared SANDRA LEARNED PERRY as Co-Trustee of the Edna May Learned Trust, known to me [or proved to me on the oath of _____, or through _____ (description of identity card or other document)] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

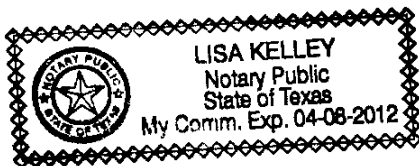
Given under my hand and seal of office this _____ day of _____, 2010.

Notary Public, State of California

STATE OF TEXAS §

COUNTY OF KENDALL §

This instrument was acknowledged before me on the 10th day of September 2010, by MICHAEL J. REED.

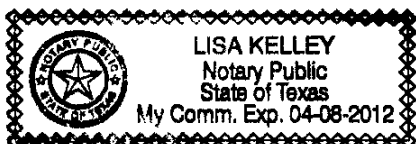


Lisa Kelley
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF KENDALL §

This instrument was acknowledged before me on the 10th day of September 2010, by LINDA A. REED.



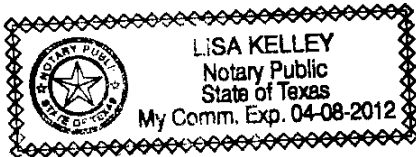
Lisa Kelley
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF KENDALL §

This instrument was acknowledged before me on the 8th day of September, 2010, by GARY ALEXANDER.

Lisa Kelley
Notary Public, State of Texas

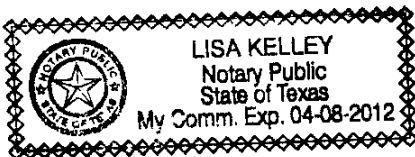


STATE OF TEXAS §

COUNTY OF KENDALL §

This instrument was acknowledged before me on the 8th day of September, 2010, by KAREN ALEXANDER.

Lisa Kelley
Notary Public, State of Texas

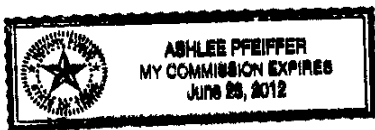


STATE OF TEXAS §

COUNTY OF Kendall §

This instrument was acknowledged before me on the 9 day of September, 2010, by William H. Graves Account Holder on behalf of STERLING TRUST COMPANY, a Corporation, on behalf of said Corporation, and STERLING TRUST COMPANY acknowledged this instrument as Custodian fbo The Graves Group Solo 401(k) Account# Q10108.

Ashlee Pfeiffer
Notary Public, State of Texas



STATE OF TEXAS §

COUNTY OF KENDALL §

This instrument was acknowledged before me on the _____ day of _____, 2010, by FRED L. WATERMAN.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF KENDALL §

This instrument was acknowledged before me on the _____ day of _____, 2010, by MARJORY K. WATERMAN.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF KENDALL §

This instrument was acknowledged before me on the 8th day of September, 2010, by GARY R. ALEXANDER.



Lisa Kelley
Notary Public, State of Texas

STATE OF CALIFORNIA
COUNTY OF NAPA

} SS:

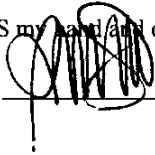
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Vol 1228 Pg 461

On September 9, 2010, before me, **DL Mills**, Notary Public, personally appeared **Sandra Learned Perry and James E. Perry**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



FOR NOTARY SEAL OR STAMP



AFTER RECORDING RETURN TO:

KENDALL COUNTY ABSTRACT CO.
103 N. SAUNDERS
BOERNE, TX 78006

Field notes of a 79.01 acre, more or less, tract of land consisting of approximately 64.96 acres out of the W. Roemer Survey No. 1096, Abstract No. 1177, and approximately 14.03 acres, more or less, out of the J. Lindner Survey No. 884, Abstract No. 1031, and approximately 0.02 acres, more or less, out of the Beaty, Seale, Forwood Survey No. 1, Abstract No. 76, Kendall County, Texas, being all of Tract I (78.96 acres) save and except 6.1 acres and Tract II (6.1 acres) all described in deed recorded in Volume 898, Page 224, Kendall County Official Records; said 79.01 acre tract being more fully described as follows:

Beginning at an existing steel rod in a northeastern right-of-way line of Interstate Highway No. 10 for the south corner of this tract, said steel rod being the south corner of the above referenced 78.96 acre tract and being a re-entrant corner of the RGB Development LLC tract as described in deed recorded in Volume 946, Page 626, Kendall County Official Records;

Thence, along a fence with said right-of-way line of Interstate Highway No. 10 as follows:

N 56° 01' 09" W	53.01 feet to an existing concrete right-of-way monument
N 47° 49' 08" W	202.59 feet to an existing concrete right-of-way monument
N 56° 57' 50" W	799.95 feet to an existing concrete right-of-way monument
N 56° 55' 11" W	796.42 feet to an existing concrete right-of-way monument
N 63° 08' 59" W	396.09 feet to an existing concrete right-of-way monument
N 51° 40' 50" W	687.29 feet to an existing concrete right-of-way monument and
N 47° 45' 55" W	778.33 feet to an existing steel rod at the west corner of this tract,

said steel rod being a southwest corner of the Jungfrau Ranch Ltd. tract as described in deed

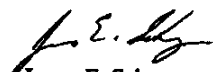
recorded in Volume 634, Page 1066, Kendall County Official Records;

Thence, continuing along a fence with the north line of this tract and the south line of said Jungfrau Ranch Ltd. tract N 89° 29' 17" E 1,194.58 feet to a steel rod set, N 89° 29' 58" E 812.56 feet to a steel rod set and S 88° 04' 08" E 1,002.50 feet to an existing steel rod in a fence on a western line of the Seidensticker Family Trust tract as described in deed recorded in Volume 871, Page 595, Kendall County Official Records;

Thence, continuing along a fence with the east line of this tract and a west line of said Seidensticker Family Trust tract S 00° 07' 05" W 808.04 feet to a steel rod set and S 00° 00' 13" E 198.74 feet to an existing steel rod, this steel rod being the northwest corner of the aforementioned RGB Development LLC tract;

Thence, continuing along a fence with the east line of this tract and the west line of the RGB Development LLC tract S 00° 19' 22" W 1,141.91 feet to the place of beginning and containing 79.01 acres of land, more or less.

I, James E. Schwarz., a Registered Professional Land Surveyor, hereby certify that the above field notes are of a survey made on the ground under my supervision on March 9, 2006.


James E. Schwarz
Registered Professional
Land Surveyor No. 4760
Job No. 06-072

Schwarz Engineering & Surveying, Inc. 723 N. Main St., Boerne, TX 78006 830-249-8907

Field notes for 98.738 acres of land, more or less, out of the Juan Andres Zambrano Survey No. 17, Abstract No. 543 in Kendall County, Texas (locations of any original patents, etc. are approximate, said patents, etc. were not researched or located on the ground), and also being all of TRACT I - 15.136 acres, more or less, TRACT II - 40.806 acres, more or less, and TRACT III - 42.796 acres, more or less, conveyed to Ronald L. Ezell, et ux, recorded in Vol. 500, p. 91 - Kendall County Official Records; said 98.738 acres of land, more or less, being more particularly described as follows: (All iron pins cited are $\frac{1}{2}$ " diameter). Reference is made to an 18" X 24" plat of 98.738 $\frac{1}{2}$ acres dated August 5, 1996 and September 11, 1996 accompanying these field notes.

BEGINNING at a 6" pipe post fence corner on the occupational westerly line of Blaschke Road for the most easterly southeast corner of this tract, the most easterly southeast corner of the above referenced Ezell 15.136 acre tract and the northeast corner of the adjoining 10.296 acres, more or less, conveyed to Thomas A. Hawkins recorded in Vol. 508, p. 771 - Kendall County Official Records.

Thence along the southerly line of said Ezell 15.136 acre tract,
North 89° 50' 52" West, 647.94 feet to a 6" pipe post,
North 75° 36' 37" West, 253.41 feet to a found iron pin by
fence corner for the northwest corner of said adjoining
Hawkins 10.296 acre tract and the northeast corner
of the adjoining 6.51 acres, more or less, conveyed
to Mark R. and Lisa J. Johnston recorded in Vol. 514,
p. 524 - Kendall County Official Records,
North 82° 20' 40" West, 778.77 feet to a found iron pin,
and
North 81° 54' 12" West, 226.96 feet to a found iron pin by
fence corner for the northwest corner of the adjoining

EXHIBIT "B"
Page 1 of 3

13.53 acres, more or less, conveyed to Remco, LLC, recorded in Vol. 519, p. 624 - Kendall County Official Records, and

South, 520.04 feet to a found iron pin on the northeasterly line of Interstate Highway No. 10 for the southwest corner of the above referenced Remco, LLC, 13.53 acre tract.

Thence along the northeasterly line of Interstate Highway No. 10, An arc length of 1310.00 feet along a curve to the right (having a radius of 11,199.2 feet) to a found concrete R.O.W. monument, and

North 56° 16' 48" West, 825.46 feet to a found iron pin by fence corner for the southwest corner of the above referenced Exell 40.806 acre tract, the southeast corner of the adjoining 78.96 acres, more or less, conveyed to Nazareth Nabarak recorded in Vol. 237, p. 238 - Kendall County Official Records and the southwest corner of this tract.

Thence along the westerly line of said Exell 40.806 acre tract and the easterly line of the above referenced Nabarak 78.96 acre tract,

North 00° 19' 30" East, 1141.91 feet to a found iron pin by fence corner for the northwest corner of said Exell 40.806 acre tract, the southwest corner of the adjoining 341 acres, more or less, conveyed to Charles and Henry Seidensticker recorded in Vol. 46, p. 618 - Kendall County Deed Records and the northwest corner of this tract.

Thence along the northerly lines of said Exell 40.806 acre tract and the above referenced Exell 42.796 acre tract,

North 89° 55' 01" East, 1750.92 feet to a found iron pin for the southeast corner of the adjoining 332.2 acres, more or less, conveyed to Charles and Henry Seidensticker recorded in Vol. 53, p. 362 - Kendall County Deed Records,

South 89° 46' 52" East, 410.63 feet to a found iron pin, and
North 88° 51' 06" East, 73.57 feet to a found iron pin by
fence corner for the northwest corner of the adjoining
30.02 acres, more or less, conveyed to John and Mary
Dennis Liddell recorded in Vol. 498, p. 595 - Kendall
County Official Records, the most northerly northeast
corner of said Ezell 42.796 acre tract and the most
northerly northeast corner of this tract.

Thence along the northeasterly lines of said Ezell 42.796 acre tract
and the southwesterly lines of the above referenced Liddell 30.02
acre tract,

South, 1400.79 feet to a concrete nail in concrete for the
southwest corner of said Liddell 30.02 acre tract,
South 82° 20' 40" East, 634.29 feet to a 2 1/2" pipe post, and
South 75° 36' 37" East, 233.59 feet to a found iron pin for
the southwest corner of the adjoining 4.009 acres, more
or less, conveyed to Michael P. and Robin Adamson re-
corded in Vol. 500, p. 33 - Kendall County Official
Records.

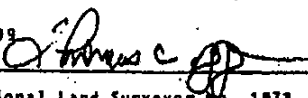
Thence along the northerly line of said Ezell 42.796 acre tract and
the southerly line of the above referenced Adamson 4.009 acre tract,

South 89° 50' 52" East, 635.00 feet to a 2 1/2" pipe post
fence corner on the occupational westerly line of
Blaschke Road for the southeast corner of said Adamson
4.009 acre tract, the most easterly northeast corner of
said Ezell 42.796 acre tract and the most easterly
northeast corner of this tract.

Thence along the meanders of an existing fence along the occupational
westerly line of Blaschke Road,

South 00° 05' 50" East (bearing base used - REF: Vol. 500, p.
91 - Kendall County Official Records), 300.00 feet to
the PLACE OF BEGINNING.

I, Thomas C. Pfeiffer, Registered Professional Land Surveyor for the
State of Texas, certify that the foregoing field notes represent a
composite of surveys made on the ground under my supervision,
August 5, 1996 and September 11, 1996.
Visually field checked December 13, 1999.


Thomas C. Pfeiffer
Registered Professional Land Surveyor No. 1973.
Boerne, Texas 78006

Field notes for 30.02 acres of land, more or less, out of the Juan Andres Zambrano Survey No. 17, Abstract No. 843 in Kendall County, Texas (locations of any original patents are approximate, said patents were not researched or located on the ground), and also being part of 177.2 acres, more or less, conveyed to SIX OAKS LTD., a Texas Partnership, recorded in Vol. 491, p. 264 - Kendall County Official Records; said 30.02 acres of land, more or less, being more particularly described as follows: (All iron pin cited are 1" diameter unless otherwise noted). Reference is made to a 12" X 18" plot of 30.02+ acres dated August 5, 1996 and September 11, 1996 accompanying these field notes.

BEGINNING at a found iron pin by fence on the presently occupied westerly line of Blaschke Road for the most easterly northeast corner of this tract and the most easterly northeast corner of the above referenced SIX OAKS LTD. 177.2 acre tract.

Thence along the presently occupied westerly line of Blaschke Road generally along the meanders of an existing fence,
South 00° 05' 50" East (bearing base - REF: Vol 491, p. 264),
100.00 feet to a set iron pin.

Thence North 89° 50' 52" West, 635.00 feet to a set iron pin,
South 00° 05' 50" East, 550.00 feet to a set iron pin for
the most southerly southeast corner of this tract,
North 75° 36' 37" West, 233.59 feet to a set iron pin,
North 82° 20' 40" West, 634.29 feet to a set iron pin for
the southwest corner of this tract, and
North, 1400.79 feet to a set iron pin by fence on the
northerly line of said SIX OAKS LTD. 177.2 acre tract.

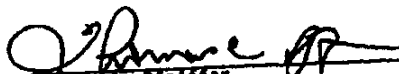
Thence along the northerly line of said SIX OAKS LTD. 177.2 acre tract generally along the meanders of an existing fence,

North 88° 51' 06" East, 183.00 feet to a found iron pin,
and
North 88° 44' 42" East, 381.34 feet to a found iron pin for
the most northerly northeast corner of this tract and
of said SIX OAKS LTD. 177.2 acre tract.

Thence along the northeasterly line of said SIX OAKS LTD. 177.2
acre tract,

South 04° 39' 41" West, 231.58 feet to a found iron pin,
South 63° 40' 46" East, 265.11 feet to a found iron pin,
South 44° 40' 55" East, 208.33 feet to a found 5/8" iron
pin,
South 75° 52' 26" East, 202.01 feet to a found iron pin,
South 11° 21' East, 98.60 feet to a found iron pin,
South 08° 17' 26" West, 265.66 feet to a found iron pin, and
South 89° 50' 52" East, 412.27 feet to the PLACE OF BEGINNING.

I, Thomas C. Pfeiffer, Registered Professional Land Surveyor for the
State of Texas, certify that the foregoing field notes represent a
composite of surveys made on the ground under my supervision.
August 5, 1996 and September 11, 1996.


Thomas C. Pfeiffer
Registered Professional Land Surveyor No. 1973.
Boerne, Texas 78006

Doc # 00251674
Vol 1228 Ps 469

Filed & Recorded in:

**KENDALL COUNTY
DARLENE HERRIN
COUNTY CLERK**

09/10/2010 3:11PM

Document Number: 00251674
Total Fees : \$111.00

Receipt Number - 12580
By Deputy: Paula Pfeiffer

This Document has been received by this Office
for Recording into the Official Public Records.
We do hereby swear that we do not discriminate
due to Race, Creed, Color, Sex or National
Origin.

Keac

STATE OF TEXAS, COUNTY OF KENDALL
I hereby certify that this instrument was filed
in File Number Sequence on the date and
at the time stamped hereon and was duly
recorded in the OFFICIAL RECORDS Records of
Kendall County, Texas on

09/10/2010
DARLENE HERRIN, COUNTY CLERK
Kendall County, Texas

By: *PP* Deputy

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS
INSTRUMENT WAS FOUND TO BE INADEQUATE
FOR THE BEST PHOTOGRAPHIC REPRODUCTION
BECAUSE OF ILLEGIBILITY, CARBON OR
PHOTO COPY, DISCOLORED PAPER, ETC.