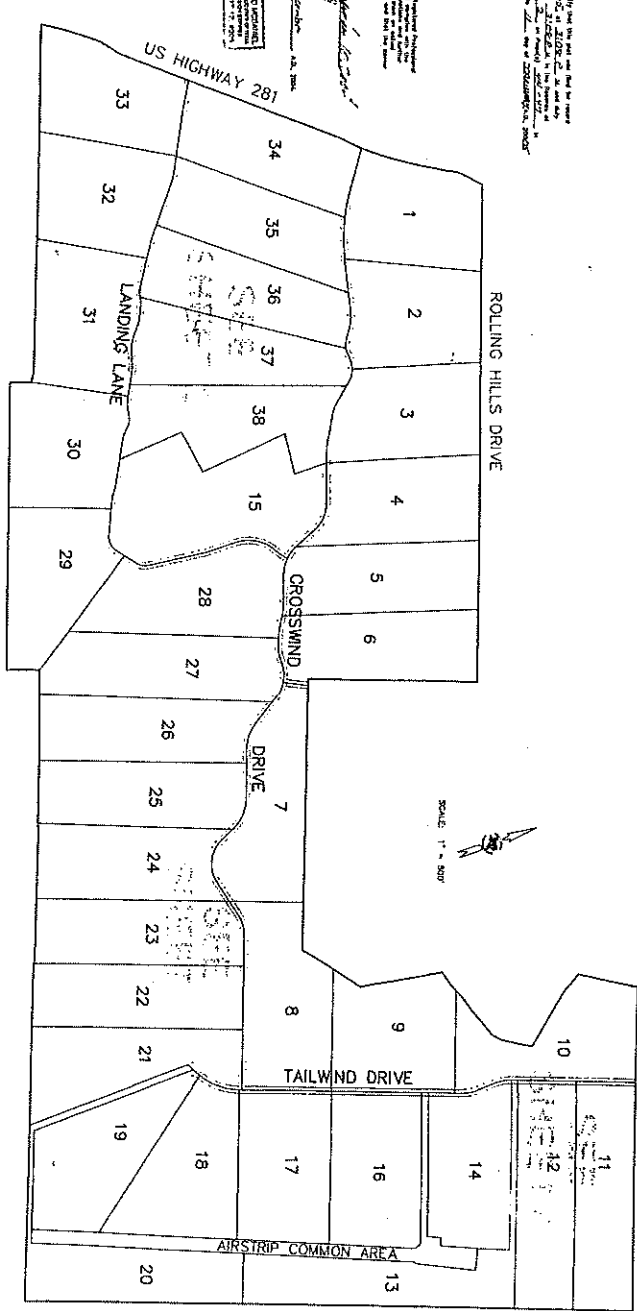
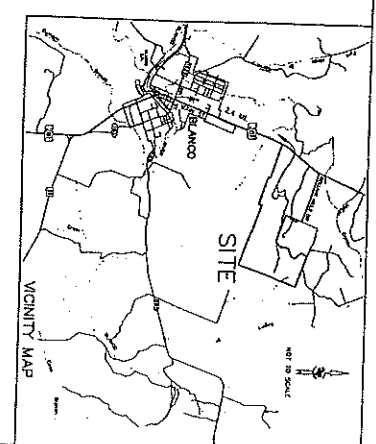


2/44-2/47

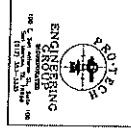


A SUBDIVISION OF
1013.71 ACRES OF LAND
OUT OF THE
THOMAS J. CALLAHAN SURVEY No. 6, A-94,
NOEL MIXON LEAGUE & LABOR SURVEY No. 23, A-3
BLANCO COUNTY, TEXAS
37 RESIDENTIAL LOTS
1 AMENITIES CENTER
1 AIRSTRIP COMMON AREA



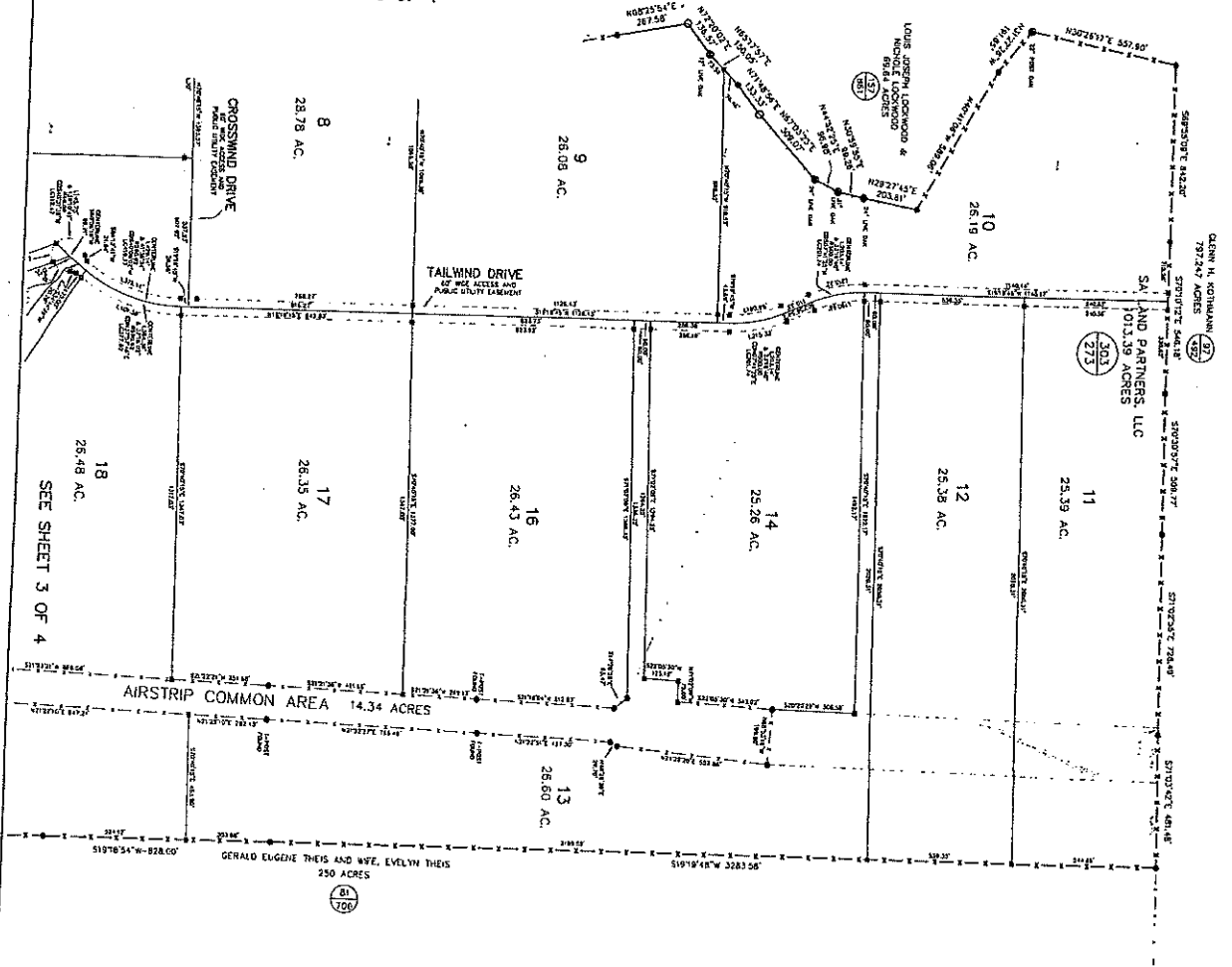
PLAN 4261
NOEL MIXON LEAGUE & LABOR SURVEY No. 23, A-3

SHEET 1 OF 4



- NOTES:
1. The subdivision has been designed and shown by a plat of the State of Texas.
 2. The subdivision is subject to the provisions of the Texas Subdivision Act, Chapter 251, Texas Property Code, and the rules and regulations of the Texas Department of Transportation.
 3. The subdivision is subject to the provisions of the Texas Subdivision Act, Chapter 251, Texas Property Code, and the rules and regulations of the Texas Department of Transportation.
 4. The subdivision is subject to the provisions of the Texas Subdivision Act, Chapter 251, Texas Property Code, and the rules and regulations of the Texas Department of Transportation.
 5. The subdivision is subject to the provisions of the Texas Subdivision Act, Chapter 251, Texas Property Code, and the rules and regulations of the Texas Department of Transportation.
 6. The subdivision is subject to the provisions of the Texas Subdivision Act, Chapter 251, Texas Property Code, and the rules and regulations of the Texas Department of Transportation.
 7. The subdivision is subject to the provisions of the Texas Subdivision Act, Chapter 251, Texas Property Code, and the rules and regulations of the Texas Department of Transportation.
 8. The subdivision is subject to the provisions of the Texas Subdivision Act, Chapter 251, Texas Property Code, and the rules and regulations of the Texas Department of Transportation.
 9. The subdivision is subject to the provisions of the Texas Subdivision Act, Chapter 251, Texas Property Code, and the rules and regulations of the Texas Department of Transportation.
 10. The subdivision is subject to the provisions of the Texas Subdivision Act, Chapter 251, Texas Property Code, and the rules and regulations of the Texas Department of Transportation.

SEE SHEET 3 OF 4



SEE SHEET 3 OF 4

SHEET 4 OF 4

SCALE: 1" = 200'



[illegible]

By John P. Sullivan
Special Agent in Charge

62164105

[illegible][illegible]

[Signature]
 Special Agent in Charge

STATE OF TEXAS
COUNTY OF DALLAS

The statements and accompanying notes are prepared by the company and are not audited by the independent member firm of the accounting firm. The statements are prepared on the basis of the accounting records and are not audited by the independent member firm of the accounting firm. The statements are prepared on the basis of the accounting records and are not audited by the independent member firm of the accounting firm.

44-38861-2004

CLASS OF FAME

[illegible]

James J. Flannery
44011 NW 22nd, Coral Gables
FL 33134-2101, USA

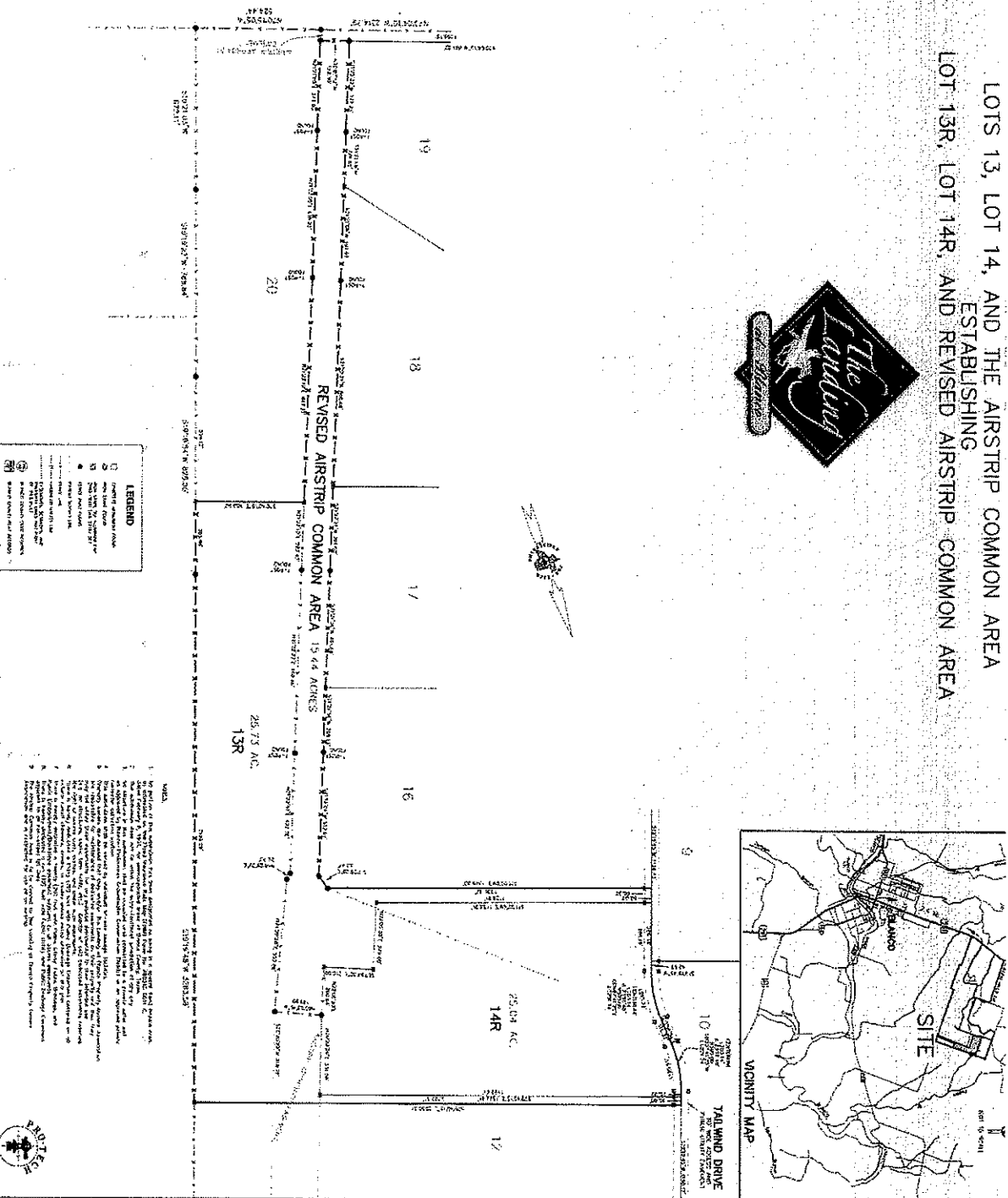
REPORT OF THE

1. What is the difference between a
primary and a secondary source?
 A primary source is a source that
 is closest to the event or
 person being studied. A
 secondary source is a source
 that is one step removed
 from the event or person
 being studied.

Subject to usual and accepted trading, you will find the following information of interest:

100-100000
State of Texas

LOTS 13, LOT 14, AND THE AIRSTRIP COMMON AREA
ESTABLISHING
LOT 13R, LOT 14R, AND REVISED AIRSTRIP COMMON AREA



Grantees' heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 27th day of October, A.D., 1975.

S/ Guy W. Hughes
GUY W. HUGHES

S/ Shirley Hughes
SHIRLEY HUGHES

STATE OF TEXAS

COUNTY OF BLANCO

BEFORE ME, the undersigned authority, on this day personally appeared GUY W. HUGHES and wife, SHIRLEY HUGHES, known to me to be the person whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 23 day of December, A.D., 1975.

(SEAL)

Linda McMain
Notary Public, Blanco County, Texas

FILED FOR RECORD DECEMBER 30, 1975 at 8:09 A.M.
JEFFY B. FURBER, CLERK, BLANCO COUNTY, TEXAS
RECORDED DECEMBER 30, 1975 at 10:55 A.M.

R O Y A L T Y D E E D

STATE OF TEXAS

COUNTY OF BLANCO

KNOW ALL MEN BY THESE PRESENTS:

THAT, we, GUY W. HUGHES and wife, SHIRLEY HUGHES, of Bexar County, Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and assign unto C.H.L. TRUST #1, of Blanco County, Texas, hereinafter called grantee, an undivided one-half (1/2) interest in and to all of the oil, gas and mineral royalty or royalties deliverable or payable on the production of oil, gas and other minerals, or any one or more of them, under the terms of any existing or future lease or leases insofar as such lease or leases cover the following described lands, or any portion thereof, together with the right of ingress and egress for the purposes of measuring, receiving or taking possession of such royalties, or of removing same from said premises, and said lands or premises being described as follows:

201.96 acres of land in Blanco County, Texas, being part of the Thomas J. Callahan Survey No. 6, Abstract No. 94, described by metes and bounds as follows:

BEGINNING at a steel bar set at a fence corner post, being a point in the West line of Survey No. 23, Noel Mixon, for the N.E. corner of Survey No. 6, Thomas J. Callahan, for the N.E. corner of this tract of land;

THENCE with fence along the occupational North line of Survey No. 6, Thomas J. Callahan, as follows:

N. 70° 32' W. 3324.22 feet;

N. 70° 57' W. 1243.21 feet to a steel bar set at fence corner post, being a point in the East right-of-way line of U.S. Highway No. 281 for the N.W. corner of this tract of land;

THENCE with fence along the East right-of-way line of U.S. Highway No. 281 as follows:

S. 26° 00' W. 114.78 feet to the center of a concrete monument;

S. 27° 05' W. 518.81 feet to the center of a concrete monument;

S. 38° 23' W. 777.04 feet to the center of a concrete monument;

S. 37° 41' W. 542.31 feet to a steel bar set at fence corner post for the S.W.

corner if this tract if land;

485

THENCE with fence as follows:

S. $71^{\circ} 24'$ E. 2561.03 feet;

S. $71^{\circ} 32'$ E. 2499.77 feet to a steel bar set at fence corner post, being a point in the occupational East line of Survey No. 6, Thomas J. Callahan, and the occupational West line of Survey No. 23, Noel Nixon, for the S.E. corner of this tract of land;

THENCE with fence along the occupational East line of Survey No. 6, Thomas J. Callahan, and the occupational West line of Survey No. 23, Noel Nixon, N. $19^{\circ} 48'$ E. 1805.10 feet to the PLACE OF BEGINNING: A N D

520.94 acres of land in Blanco County, Texas, being part of the Noel Nixon Survey No. 23, Abstract No. 3, and described by metes and bounds as follows:

BEGINNING at a steel bar set in fence line, being a point in the occupational East line of Survey No. 6, Thomas J. Callahan, and the occupational West line of Survey No. 23, Noel Nixon, and being a point 1448.80 feet S. $19^{\circ} 48'$ W. from the N.E. corner of Survey No. 6, Thomas J. Callahan, for the W.N.W. corner of this tract of land;

THENCE S. $69^{\circ} 59'$ E. 2958.30 feet to a steel bar set for a reentrant corner of this tract of land;

THENCE N. $20^{\circ} 04'$ E. 2958.30 feet to a steel bar set in fence line, being a point in the occupational North line of Survey No. 23, Noel Nixon, for the N.N.W. corner of this tract of land;

THENCE with fence along the occupational North line of Survey No. 23, Noel Nixon, as follows:

S. $70^{\circ} 01'$ E. 489.78 feet;

S. $69^{\circ} 46'$ E. 615.47 feet;

S. $70^{\circ} 41'$ E. 621.31 feet;

S. $70^{\circ} 56'$ E. 942.33 feet to a fence corner post for the N.E. corner of this tract of land;

THENCE with fence as follows:

S. $19^{\circ} 27'$ W. 2620.22 feet;

S. $19^{\circ} 31'$ W. 488.41 feet;

S. $19^{\circ} 36'$ W. 1758.02 feet;

S. $19^{\circ} 31'$ W. 479.11 feet;

S. $19^{\circ} 15'$ W. 231.60 feet to a fence corner post for the S.E. corner of this tract;

THENCE with fence as follows:

N. $70^{\circ} 16'$ W. 194.31 feet;

N. $70^{\circ} 07'$ W. 630.92 feet;

N. $69^{\circ} 45'$ W. 3422.63 feet;

N. $77^{\circ} 51'$ W. 47.06 feet;

N. $70^{\circ} 02'$ W. 222.69 feet;

N. $70^{\circ} 19'$ W. 828.33 feet;

N. $71^{\circ} 38'$ W. 349.50 feet to a fence corner post situated in the occupational East line of Survey No. 6, Thomas J. Callahan, and the occupational West line of Survey No. 23, Noel Nixon, for the S.W. corner of this tract of land;

THENCE with fence along the occupational East line of Survey No. 6, Thomas J. Callahan, and the occupational West line of Survey No. 23, Noel Nixon, as follows:

N. $19^{\circ} 30'$ E. 643.67 feet;

N. $20^{\circ} 34'$ E. 785.42 feet;

N. $21^{\circ} 48'$ E. 386.29 feet;

N. 20° 10' E. 352.14 feet;

N. 21° 13' E. 84.32 feet;

N. 19° 48' E. 356.30 feet to the PLACE OF BEGINNING.

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Grantors shall have the power to execute any and all future leases for the development of said land, or any part thereof, for oil, gas and other minerals, or any one or more of them, without the joinder of grantee, but no lease shall be executed which provides for royalty of less than the following amounts upon any minerals covered by said lease or leases: One-eighth of all oil produced and saved from said premises; one-eighth of the value of all gas produced and sold or used by the lessee, or by anyone with the lessee's consent (except gas used on the premises for domestic purposes by the Lessor or for development purposes by the lessee); one-eighth of the value of any other minerals produced or mined from said premises and sold or used for commercial purposes. Grantee shall have no right to participate in the bonus or bonuses paid or payable for any existing or future lease, nor in the delay rentals payable thereunder from the privilege of deferring the commencement of a well, but, with the exception of the foregoing, shall be entitled to receive the same undivided interest stated in the first paragraph hereof in all other payments or considerations of every kind and nature, except payments made for the use of or damage to the surface estate, paid or payable to Grantor by any lessee of said premises, or any part thereof, under the terms of any lease, or agreement made with regard thereto, including (but not limited by the following specifications and enumerations): all royalties (including royalties in excess of the minimum amounts above stated); all payments made in lieu of production from any well or wells that are shut in for want of a market, or other cause; and all oil or production payments or other payments or consideration, the accrual of which is contingent upon production, payable under any lease hereafter executed.

In the event that oil, gas or other minerals are produced from said land, or any part thereof, by any person or persons, including Grantors, other than under a lease or leases providing for not less than the minimum royalties hereinabove stated on the minerals so produced, Grantee shall be entitled to receive, and there is hereby granted to Grantee, a free royalty upon such production equivalent to the same fractional part as is stated in the first paragraph hereof in one-eighth of the following: All the oil so produced and saved from the premises delivered to Grantee's credit free of cost in the pipe line; the value of all the gas so produced and sold or used by the producer, or by anyone with the producer's consent (except gas used on the premises by the producer for development purposes); the value of all other minerals that are produced or mined and sold or used for commercial purposes except minerals that are found in their natural state at a depth of less than one hundred feet below the surface of the ground.

All of the terms and provisions hereof shall inure to the benefit of, and shall be binding upon, the parties hereto, their heirs, legal representatives, successors and assigns.

TO HAVE AND TO HOLD the above described property and rights, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto the said Grantee, and to Grantee's legal representatives, successors, and assigns forever; A N D Grantors do hereby bind themselves, their heirs, legal representatives, successors and assigns to Warrant and forever defend all and singular, the said property and rights unto the said Grantee, and Grantee's legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 27th day of October, A.D., 1975.

S/ Guy W. Hughes
GUY W. HUGHES

S/ Shirley Hughes
SHIRLEY HUGHES

STATE OF TEXAS
COUNTY OF BLANCO

487

BEFORE ME, the undersigned authority, on this day personally appeared GUY W. HUGHES and wife, SHIRLEY HUGHES, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 23 day of December, A.D., 1975.

(SEAL)

Linda McMain
Notary Public, Blanco County, Texas

FILED FOR RECORD DECEMBER 30, 1975 at 8:10 A.M.
JEFFY B. FURBER, CLERK, BLANCO COUNTY, TEXAS
RECORDED DECEMBER 30, 1975 at 3:00 P.M.

THE STATE OF TEXAS
COUNTY OF BLANCO

}
KNOW ALL MEN BY THESE PRESENTS:

That VIRGINIA STEVENS PFEIL, of the County of Sussex, State of New Jersey (herein referred to as "Grantor"), for and in consideration of Ten and NO/100 Dollars (\$10.00) and other good and valuable consideration to her paid by ROBERT PFEIL (herein referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged, has sold, transferred, set over, and assigned, and by these presents does hereby sell, transfer, set over and assign to Grantee, his heirs, successors and assigns all of Grantor's right, title, interest and claim in and to any and all oil and gas royalty interests, leases, and other oil and gas interests of whatever character owned by Grantor which Grantor has inherited from Irving Anthony Pfeil as sole devisee under the terms and provisions of the Last Will and Testament of Irving Anthony Pfeil, Deceased, of the County of Hunterdon, State of New Jersey, which Will was filed for probate in the Surrogate's Court of Hunterdon County, New Jersey, on November 25, 1974, concerning the following described land situated in Blanco County, Texas, to-wit:

Royalty Deed dated September 26, 1930 from W. S. Broussard to
Irving A. Pfeil, conveying a 1/1024 oil and gas royalty interest
on approximately 160 acres, Abstract No. 1325, G. H. & H. R. R. Survey
No. 32, Blanco County.

plus any and all oil, gas and mineral royalty interests, leases, or other oil and gas and other mineral interests of whatever character which Grantor may now own in the County of Blanco, State of Texas.

It is agreed that Grantee shall succeed to all rights, benefits, and privileges granted the Grantor under the terms of such royalty deed, leases, or other instruments above described, as to the lands above described.

TO HAVE AND TO HOLD all of Grantor's right, title and interest in and to the said premises, together with all and singular the rights, privileges and appurtenances thereunto in any manner belonging unto the said Grantee, his heirs, successors and assigns for ever, so that I nor my heirs, legal representatives, nor any person or persons claiming under me shall at any time hereafter have, claim or demand any right or title to the aforesaid property, premises or appurtenances, or any part thereof.

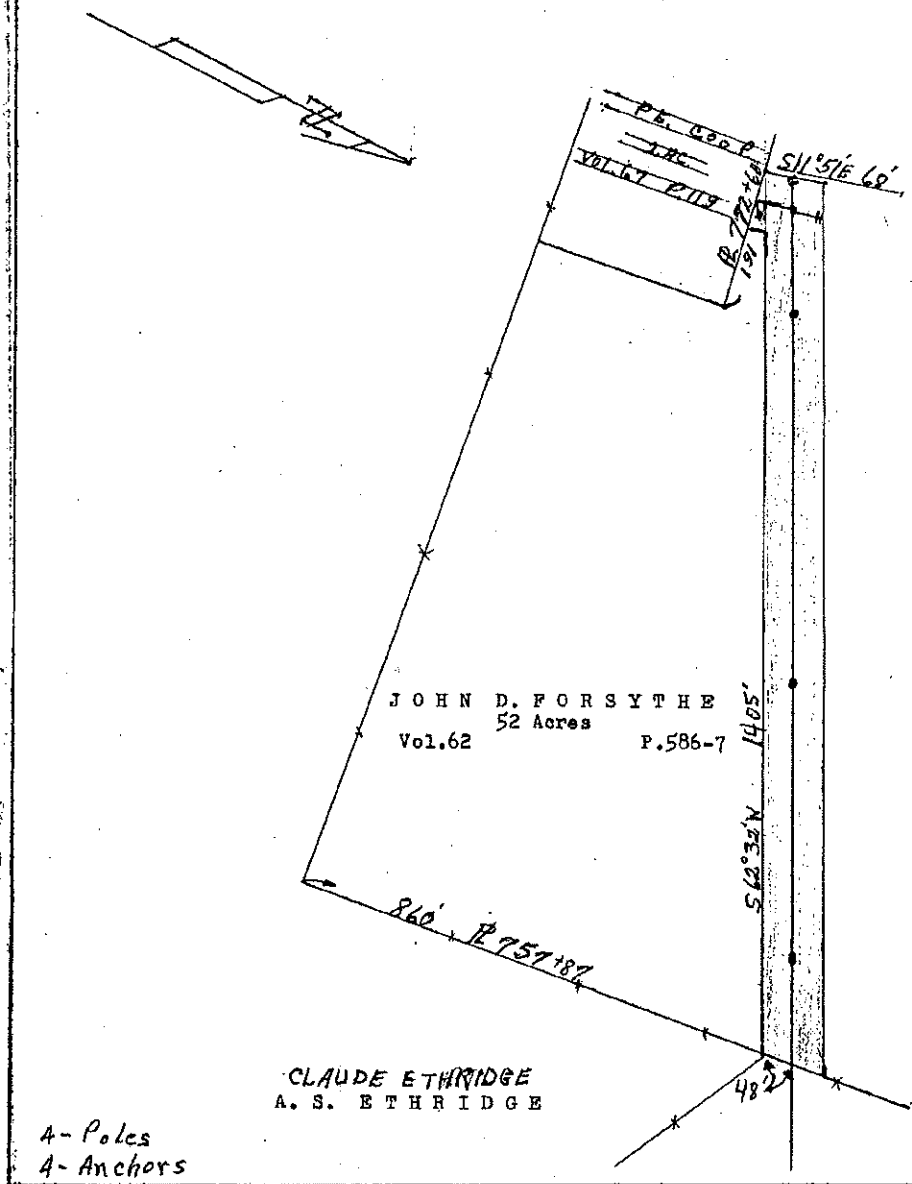
EXECUTED at Seattle, King County, Washington, on the 23rd day of December, 1975.

"GRANTOR"

/s/ Virginia Stevens Pfeil
VIRGINIA STEVENS PFEIL

68/181

LINE NO. 15-A
GRANTOR JOHN D. FORSYTHE
EASEMENT NO. 18
BLANCO COUNTY, TEXAS
H. EGGLESTON LEAGUE



4-Poles
4-Anchors

CLAUDE ETHRIDGE
A. S. ETHRIDGE

FEDERNALES ELECTRIC COOPERATIVE
Johnson City, Texas.
TRANSMISSION LINE EASEMENT PLAT

EXHIBIT A

LINE NO. 15A FROM JOHNSON CITY TO BLANCO EASEMENT NO 18
SCALE: 1" = 200' DATE NOVEMBER, 1958 GRANTOR JOHN D. FORSYTHE

FILED FOR RECORD SEPTEMBER 29, 1959 at 1:00 P.M.
C.H. STEVENSON, CLERK, BLANCO COUNTY, TEXAS
RECORDED OCTOBER 6, 1959 at 1:25 P.M.

THE STATE OF TEXAS
COUNTY OF Blanco

KNOW ALL MEN BY THESE PRESENTS:

Line No. 15A
Easement No. 14

THAT T.M. Phipps of Blanco County, Texas, for and in consideration of ONE DOLLAR (\$1.00) to me (us) in hand paid by FEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas (hereinafter called the "Cooperative"), have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Cooperative, an easement and right of way for an

electric transmission and/or distribution line, consisting of variable number of wires, and, all necessary or desirable appurtenances (including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), at or near the location and along the general course now located and staked out by the said Cooperative, over, across and upon the following described lands located in Blanco County, Texas, to-wit:

All that certain tract or parcel of land, being 735.07 acres of land, more or less, out of the Noel Nixon Survey No. 23, and being the same land conveyed to Grantor by deed from Mrs. Florence M. Arnold & Mrs. W.M. Arnold, dated April 24, 1958, recorded in Vol. 62, Page 79 of the Blanco County Deed Records.

This easement shall consist of a strip of land one hundred feet wide along the following described centerline:

Beginning at the point of entrance in Grantor's N. line at approximately 260 ft. east of Grantor's N.W. corner; Thence S. 27 deg. 17' W. approximately 740 ft. to an angle point; Thence continuing S. 20 deg. 38' W. approximately 4920 ft. to the point of exit in Grantor's S. line at approximately 158 ft. east of Grantor's S.W. corner;

Can bulldoze brush, pile brush so customer can burn later; can inst. gates at entrance to property; said location is shown on plat attached hereto marked Exhibit A and included herein by reference. Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new lines on, maintaining and removing said lines and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Cooperative, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto the said Cooperative, its successors and assigns, against every person whomsoever lawfully claim or to claim the same or any part thereof.

WITNESS T.M. Phipps hand(s) this 8 day of January 1959

T.M. Phipps

THE STATE OF TEXAS,
COUNTY OF Blanco

BEFORE ME, William A. Haley, a Notary Public in and for Blanco County, Texas, on this day personally appeared T.M. Phipps known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of January A.D. 1959.

(seal)

William A. Haley
Notary Public Blanco County, Texas

BLANCO COUNTY, TEXAS. LINE NO. 15 A
JOEL MIXON SUR. # 23 GRANTOR T.M. PHIPPS
EASEMENT NO. 14

OTTO HEIMER

R 617+85

195'



T. M. PHIPPS
735.07 Ac.
Vol. 62 P. 79

T.M. PHIPPS
TIMBER

S 20° 38' W 4420'

11-Poles
1-Anchor

R 561+25
NE AND JESSE B. JOHNSON
240'

FEDERNALES ELECTRIC COOPERATIVE
Johnson City, Texas.
TRANSMISSION LINE EASEMENT PLAT

EXHIBIT A

LINE NO. 15 A FROM JOHNSON CITY TO BLANCO EASEMENT NO. 14
SCALE: 1" = 600' DATE: NOVEMBER, 1959 GRANTOR T. M. PHIPPS

FILED FOR RECORD SEPTEMBER 29, 1959 at 1:00 P.M.
C.H. STEVENSON, CLERK, BLANCO COUNTY, TEXAS
RECORDED OCTOBER 6, 1959 at 2:15 P.M.

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS }
COUNTY OF BLANCO }

KNOW ALL MEN BY THESE PRESENTS:

That we, GUY W. HUGHES and wife, SHIRLEY HUGHES of the County of Bexar and State of Texas for and in consideration of the sum of Ten Dollars and other valuable consideration to the undersigned paid by the Grantees herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by said Grantees of their one certain promissory note of even date herewith in the principal sum of One Hundred Thirty Thousand Dollars (\$130,000.00), payable to the order of Community Savings & Loan Association, at its office in the city of Fredericksburg, Gillespie County, Texas, as therein provided and bearing interest at the rate therein specified, providing for acceleration of maturity and for attorney's fees, and being secured by a Prior and Superior Vendor's Lien and Superior Title herein and hereby expressly retained and reserved upon the property herein described and conveyed, and being additionally secured by a Prior and Superior Deed of Trust thereon of even date herewith to Reuben Eckhardt, Trustee; and for the further consideration of the execution and delivery by said Grantees of their one certain other promissory note of even date herewith in the principal sum of Thirty Thousand Eighty-five and 60/100 Dollars (\$30,085.60) payable to the order of C. H. L. Trust # 1 in the city of Blanco, Blanco County, Texas, and bearing interest at the rate therein specified, said note providing for acceleration of maturity in event of default in the payment thereof and further providing that should default be made in the payment of the \$130,000.00 note hereinabove described or in any of the covenants of the Deed of Trust securing the same, the indebtedness evidenced by said \$30,085.60 note, at the option of the holder thereof, shall at once become due and payable, said note providing for 10% attorney's fees and being secured by a Second and Inferior Vendor's Lien and Superior Title herein and hereby expressly retained and reserved upon the property herein described and conveyed and is additionally

secured by a Second and Inferior Deed of Trust thereon of even date herewith to J.B. Stevenson, Jr. Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto GLENN W. GARDNER and wife, DORIS GARDNER of the County of Bexar and State of Texas, all of the following described real property in Blanco County, Texas, to-wit:

TRACT I:

201.22 acres of land situated in Blanco County, Texas being part of the Noel Nixon Survey No. 23, Abstract No. 3, and is described by metes and bounds as follows, to-wit:

BEGINNING at a steel bar set at fence corner post for the accepted and occupational N.W. corner of Survey No. 23, Noel Nixon, for the N.W. corner of this tract of land;

THENCE with fence along the occupational North line of Survey No. 23, as follows:
S. 70° 00' E. 568.03 feet;
S. 70° 31' E. 594.93 feet;
S. 69° 35' E. 815.44 feet;
S. 69° 44' E. 459.87 feet;
S. 70° 27' E. 186.75 feet;
S. 70° 01' E. 95.00 feet to a steel bar set in fence line for the N.E. corner of this tract of land;

THENCE with fence as follows:
S. 30° 50' W. 561.00 feet;
S. 30° 36' E. 191.00 feet;
S. 40° 56' E. 590.70 feet;
S. 29° 32' W. 204.00 feet;
S. 31° 14' W. 100.00 feet;
S. 45° 02' W. 96.60 feet;
S. 67° 11' W. 309.00 feet;
S. 71° 35' W. 133.00 feet;
S. 65° 44' W. 151.00 feet;
S. 72° 23' W. 135.70 feet;
S. 8° 43' W. 764.00 feet;
S. 52° 29' W. 403.80 feet;
S. 48° 10' W. 212.30 feet to a steel bar set in fence line for the S.E. corner of this tract of land;

THENCE N. 70° 10' W. 2472.90 feet to a steel bar set in fence line, being a point in the occupational East line of Survey No. 6, Thomas J. Callahan, and the occupational West line of Survey No. 23, Noel Nixon, for the S.W. corner of this tract of land;

THENCE with fence along the occupational West line of Survey No. 23, Noel Nixon, and the East line of Survey No. 6, Thomas J. Callahan, N. 19° 48' E. 1602.60 feet to a steel bar set at fence corner post for the N. E.

corner of Survey No. 6, Thomas J. Callahan;

THENCE with fence along the occupational West line of Survey No. 23, Noel Mixon, N. $20^{\circ} 19'$ E. 1509.50 feet to the place of beginning.

TRACT II:

201.96 acres of land situated in Blanco County, Texas, being part of the Thomas J. Callahan Survey No. 6, Abstract No. 94, and is described by metes and bounds as follows, to-wit:

BEGINNING at a steel bar set at a fence corner post, being a point in the West line of Survey No. 23, Noel Mixon, for the N.E. corner of Survey NO. 6, Thomas J. Callahan, for the N.E. corner of this tract of land;

THENCE with fence along the occupational North line of Survey No. 6, Thomas J. Callahan, as follows:
N. $70^{\circ} 32'$ W. 3324.22 feet;
N. $70^{\circ} 57'$ W. 1243.21 feet to a steel bar set at fence corner post; being a point in the East right-of-way line of U.S. Highway No. 281 for the N.W. corner of this tract of land;

THENCE with fence along the East right-of-way line of U.S. Highway No. 281 as follows:
S. $26^{\circ} 00'$ W. 114.78 feet to the center of a concrete monument;
S. $27^{\circ} 05'$ W. 518.81 feet to the center of a concrete monument;
S. $38^{\circ} 23'$ W. 777.04 feet to the center of a concrete monument;
S. $37^{\circ} 41'$ W. 542.31 feet to a steel bar set at fence corner post for the S.W. corner of this tract of land;

THENCE with fence as follows:
S. $71^{\circ} 24'$ E. 2561.03 feet;
S. $71^{\circ} 32'$ E. 2499.77 feet to a steel bar set at fence corner post, being a point in the occupational East line of Survey No. 6, Thomas J. Callahan, and the occupational West line of Survey No. 23, Noel Mixon, for the S.E. corner of this tract of land;

THENCE with fence along the occupational East line of Survey No. 6, Thomas J. Callahan, and the occupational West line of Survey No. 23, Noel Mixon, N. $19^{\circ} 48'$ E. 1805.10 feet to the place of beginning.

Reserved herein for the benefit and use of Grantors herein, their heirs and assigns for the purpose of ingress and egress a 40 foot wide road easement described by metes and bounds as follows, to-wit:

40 foot wide road easement situated in Blanco County, Texas, and said road passes through part of the Thomas

J. Callahan Survey No. 6, Abstract No. 94 and through part of the Noel Nixon Survey No. 23, Abstract No. 3. The centerline of said 40 foot wide road is described by metes and bounds as follows, to-wit:

BEGINNING at a steel bar set in the East right-of-way line of U.S. Highway No. 281, being a point in the center of a ranch road and being a point 542.31 feet N. $37^{\circ} 41'$ E. and 202.0 feet N. $38^{\circ} 23'$ E. from the N.W. corner of a 284.505-acre tract of land that was conveyed by Claude Bourland, Jr., et ux to John B. Harris by deed dated October 5, 1967, recorded in Vol. 75, page 323 of the Deed Records of Blanco County, Texas, for the beginning of said road easement;

THENCE with the centerline of said 40 foot wide road easement following the center of a ranch road as follows:

S. $56^{\circ} 17'$ E. 488.3 feet;
S. $66^{\circ} 13'$ E. 382.1 feet;
S. $76^{\circ} 02'$ E. 708.1 feet;
S. $61^{\circ} 41'$ E. 261.2 feet;
S. $84^{\circ} 19'$ E. 243.7 feet;
S. $45^{\circ} 43'$ E. 390.2 feet;
S. $60^{\circ} 48'$ E. 333.9 feet;
S. $70^{\circ} 28'$ E. 738.2 feet;
S. $86^{\circ} 29'$ E. 1159.3 feet;
S. $69^{\circ} 51'$ E. at 238.5 feet cross the center of a cattle guard, being a point in the East line of Survey No. 6, Thomas J. Callahan, and the West line of Survey No. 23, Noel Nixon, 255.1 feet in all to a stake set in the center of said ranch road;
S. $61^{\circ} 20'$ E. 268.7 feet;
S. $35^{\circ} 20'$ E. 153.1 feet;
S. $18^{\circ} 17'$ E. 411.9 feet to a steel bar set in the South line of a 201.22 acre tract of land and a North line of a 520.94 acre tract of land for the end of said road.

Reserved herein for the benefit and use of Grantors herein, their heirs and assigns a 15 foot wide utility easement described by metes and bounds as follows, to-wit:

1.74 acres of land situated in Blanco County, Texas, being part of the Thomas J. Callahan Survey No. 6, Abstract No. 94, and is described by metes and bounds as follows, to-wit:

BEGINNING at a steel bar set at fence corner post, being a point in the East right-of-way line of U.S. Highway No. 281, being the S.W. corner of a 201.96

acre tract of land, for the N.W. corner of that 284.505 acre tract of land that was conveyed by Claude Bourland, Jr., et ux, to John B. Harris by deed dated October 5, 1967, recorded in Vol. 75, page 323 of the Deed Records of Blanco County, Texas, for the S.W. corner of this tract of land;

THENCE with fence as follows:

S. 71° 24' E. 2561.03 feet;

S. 71° 32' E. 2499.77 feet to a steel bar set in fence line, being a point in the East line of Survey No. 6, Thomas J. Callahan, and the West line of Survey No. 23, Noel Nixon, for the S.E. corner of this tract of land;

THENCE with fence along the East line of Survey No. 6 and the West line of Survey No. 23, N. 19° 48' E. 15.0 feet to a steel bar set for the N.E. corner of this tract of land;

THENCE N. 71° 32' W. 2500.10 feet to a stake set for corner;

THENCE N. 71° 24' W. 2555.82 feet to a stake set in the East right-of-way line of U.S. Highway No. 281 for the N.W. corner of this tract of land;

THENCE with the East right-of-way line of U.S. Highway No. 281, S. 37° 41' W. 15.87 feet to the place of beginning.

1/2 interest in and to all of the oil, gas and mineral royalty or royalties deliverable or payable on the production of oil, gas and other minerals, conveyed in Deed from Guy W. Hughes et ux to C.H.L. Trust #1

1/2 interest in and to all of the oil, gas and mineral royalty or royalties deliverable or payable on the production of oil, gas and other minerals, conveyed in Deed from Guy W. Hughes et ux to Claude Bourland and wife, Jessie Mae Bourland.

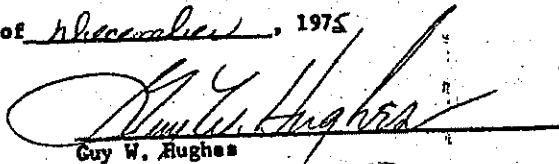
TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

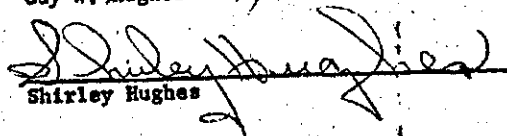
But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above

described property, premises and improvements until the above described notes and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

For and in consideration of the advancement and payment in cash by Community Savings and Loan Association to the Grantors herein of that portion of the purchase price of the herein described property, as is evidenced by the hereinabove described \$130,000.00 note, a First and Superior Vendor's Lien, together with the Superior Title to said property, is retained herein for the benefit of said Community Savings & Loan Association, and the same are hereby transferred and assigned to said Community Savings & Loan Association, and it or its successors shall have the right to release said prior and superior Vendor's Lien upon the payment of said \$130,000.00 note, but shall not have the right to release the subordinate and inferior liens therein retained and created securing the \$30,085.60 note, and C. H. L. Trust # 1 expressly agrees that the liens securing said \$30,085.60 note shall be and remain subordinate and inferior to the liens securing said \$130,000.00 note regardless of how often or in what manner said \$130,000.00 note, or any part thereof, together with the liens securing the same, may be renewed, extended, changed or altered.

EXECUTED this 23 day of December, 1975

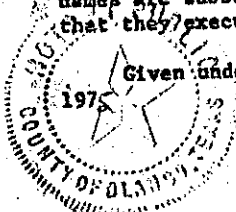

Guy W. Hughes

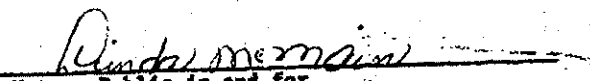

Shirley Hughes

THE STATE OF TEXAS X
COUNTY OF BLANCO X

Before me, the undersigned authority, on this day personally appeared Guy W. Hughes and wife, Shirley Hughes known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 23 day of December, 1975




Notary Public in and for
Blanco County, Texas

FILED FOR RECORD DECEMBER 30, 1975 at 8:13 A. M.
JEFFY B. FURBER, CLERK, BLANCO COUNTY, TEXAS
RECORDED DECEMBER 30, 1975 at 9:13 A. M.

Filed this 11 day of JAN 2005

3:14 P M

050092

KAREN NEWMAN
County Clerk, Blanco County, Texas

By *Esther Alvarado* Deputy

Easement Agreement for Access from SA LAND PARTNERS, LLC to FELIX W. WHIPPLE and PEGGY G. WHIPPLE.

THE STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BLANCO *

Date: 7th January, 2005

Grantor: SA LAND PARTNERS, LLC, a Delaware limited liability company, by SOUTHERLAND/GLEN WOOD DEVELOPMENT, LTD., a Texas limited partnership, acting herein by and through its duly authorized General Partner, CHARLES PATTERSON MANAGEMENT, LLC, a Texas limited liability company

Grantor's Mailing Address: 665 Simonds Road, Williamstown, MA 01267

Grantee: FELIX W. WHIPPLE and PEGGY G. WHIPPLE

Grantee's Mailing Address:

Dominant Estate Property:

TRACT I

BEING a 129.92 acre tract of land out of the Noel Mixon Survey No. 23, situated in Blanco County, Texas; being part of that certain 199.72 acre tract of land conveyed from Guy Hughes to Keidal Investments, Inc. by a Warranty Deed with Vendor's Lien recorded in Volume 100, Page 185 et seq. of the Deed Records of said county and being all of that certain 130.00 acre tract of land conveyed from Werner Ned Keidel, et ux to Jim Berg Publications, Inc. by a Warranty Deed recorded in Volume 107, Page 527 et seq. of the said Deed Records; said 129.92 acre tract of land being more fully described at Exhibit A attached to a Deed dated May 8, 1992, executed by Jim Berg Publications, Inc. to Felix W. Whipple and wife, Peggy G. Whipple, recorded in Volume 140, Page 452, Official Public Records of Blanco County, Texas, reference to which is here made for all intents and purposes.

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TRACT II

BEING that .64 acre tract of land out of the Noel Mixon Survey No. 23, Abstract No. 3 conveyed to Felix W. Whipple and Peggy Whipple by Louis Joseph Lockwood and Nichole Lockwood under Warranty Deed dated March 14, 1995, which deed is recorded under Clerk's Document No. 950550 in the Official Public Records of Blanco County, Texas; said .64 acre tract of land being more fully described at Exhibit A attached to the above referenced deed, reference to which is here made for all intents and purposes.

Easement Property:

**FIELD NOTE DESCRIPTION
OF A SURVEY OF
THE CENTERLINE OF A
60 FOOT WIDE ACCESS EASEMENT
OUT OF THE
THOMAS CALLIHAN SURVEY NO. 6, A-94,
BLANCO COUNTY, TEXAS**

FIELD NOTE DESCRIPTION OF THE CENTERLINE OF A 60 FOOT WIDE ACCESS EASEMENT (CROSSWIND DRIVE), 30 FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, BEING A PORTION OF THAT 1013.39 ACRE TRACT CONVEYED TO SA LAND PARTNERS, LLC BY TOM STACY AND WIFE, MELINDA STACY BY DEED DATED AUGUST 9, 2004, AND RECORDED IN VOLUME 303, PAGE 273, BLANCO COUNTY DEED RECORDS, BEING PART OF THE LANDING AT BLANCO SUBDIVISION, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at an iron stake with an aluminum cap marked "PRO-TECH ENG 2219" set on the East line of U.S. Highway No. 281, same being a West line of the said SA Land Partners 1013.39 acre tract for the WESTERN TERMINUS of the herein described centerline and from which an aluminum cap marked "PRO-TECH ENG 2219" found in the east line of U.S. Highway No. 281 and the southwest corner of the said SA Land Partners 1013.39 acre tract bears N39°17'33"E, 3,124.57 feet, and from which a 5" steel pipe fence corner post found at the southeast corner of the said SA Land Partners 1013.39 acre tract bears N55°00'27"W, 10,842.35 feet;

THENCE, leaving the said U.S. Highway No. 281, with the said centerline, the following courses numbered (1) through (23):

- (1) S55°50'59"E, 358.19 feet to the arc of a curve to the left for the POINT OF CURVATURE;
- (2) 672.23 feet along the arc of the said curve to the left, having a radius of 1750.00 feet and a chord which bears S66°51'15"E, 668.11 feet to the POINT OF TANGENCY;
- (3) S77°51'32"E, 460.55 feet to the arc of a curve to the right for the POINT OF CURVATURE;
- (4) 165.28 feet along the arc of the said curve to the right and having a radius of 450.00 feet, and a chord which bears S67°20'14"E, 164.35 feet to the POINT OF TANGENCY;
- (5) S56°48'55"E, 104.42 feet to the arc of a curve to the left for the POINT OF CURVATURE;
- (6) 108.97 feet along the arc of the said curve to the left, having a radius of 175.00 feet, and a chord which bears S74°39'16"E, 107.22 feet to the POINT OF TANGENCY;
- (7) N87°30'24"E 84.64 feet to the arc of a curve to the right for the POINT OF CURVATURE;
- (8) 196.46 feet along the arc of the said curve to the right having a radius of 220.00 feet and a chord which bears S66°54'39"E 190.00 feet to the POINT OF TANGENCY;
- (9) S41°19'42"E, 219.84 feet to the arc of a curve to the left for the POINT OF CURVATURE;

- (10) 98.23 feet along the arc of the said curve to the left having a radius of 300.00 feet and a chord which bears S50°42'31"E, 97.79 feet to the POINT OF TANGENCY;
- (11) S60°05'21"E, 268.53 feet to the arc of a curve to the left for the POINT OF CURVATURE;
- (12) 55.69 feet along the arc of the said curve to the left, having a radius of 300.00 feet and a chord which bears S65°24'25"E, 55.61 feet to the POINT OF TANGENCY;
- (13) S70°43'29"E, 503.34 feet to the arc of a curve to the right for the POINT OF CURVATURE;
- (14) 246.42 feet along the arc of the said curve to the right having a radius of 300.00 feet and a chord which bears S47°11'36"E 239.55 feet to the POINT OF TANGENCY ;
- (15) S23°39'43"E, 234.82 feet to the arc of a curve to the left for the POINT OF CURVATURE;
- (16) at 133.31 feet passing the eastern terminus of LANDING LANE and continuing on in all 278.28 feet along the arc of the said curve to the left having a radius of 336.27 feet and a chord which bears S47°22'11"E, 270.41 feet to the POINT OF TANGENCY;
- (17) S71°04'39"E, 268.98 feet to the arc of a curve to the right for the POINT OF CURVATURE;
- (18) 103.14 feet along the arc of the said curve to the right having a radius of 485.24 feet and a chord which bears S64°59'17"E, 102.95 feet to the POINT OF TANGENCY;
- (19) S58°53'55"E, 83.23 feet to the arc of a curve to the left for the POINT OF CURVATURE;

- (20) 31.16 feet along the arc of the said curve to the left having a radius of 300.00 feet and a chord which bears S61°52'28"E, 31.15 feet to the POINT OF TANGENCY;
- (21) S64°51'02"E, 101.93 feet to the arc of a curve to the left for the POINT OF CURVATURE;
- (22) 206.93 feet along the arc of the said curve to the left having a radius of 426.00 feet and a chord which bears S78°45'58"E, 204.90 feet to the POINT OF REVERSE CURVE;
- (23) 195.09 feet along the said curve to the right having a radius of 349.17 feet and a chord which bears S76°40'31"E, 192.56 feet to a iron stake with aluminum cap marked "PRO-TECH ENG 2219" set;

THENCE, leaving the said centerline of CROSSWIND DRIVE, N30°51'11"E, 225.80 feet to a iron stake with aluminum cap marked "PRO-TECH ENG 2219" set in fence for the EASTERN TERMINUS of the herein described centerline, same being a north line of the said SA Land Partners 1013.39 acre tract and a south line of a 129.92 acre tract of land conveyed to Felix W. Whipple and wife, Peggy G. Whipple by Jim Berg Publications by deed dated May 8, 1992 and recorded in Volume 140, Page 452, Blanco County Deed Records and from which a 5" steel fence corner post found at the southwest corner of the said Whipple 129.92 acre tract, a re-entrant corner of the said SA Land Partners 1013.39 acre tract bears S70°08'49"E, 83.14 feet, and being a 60 foot wide access easement, containing 7.22 acres of land. Surveyed November 10, 2004. Revised January 4, 2005, under the supervision of Kelly Kilber, Registered Professional Land Surveyor Number 2219.

Easement Purpose: A nonexclusive easement for the free and uninterrupted pedestrian and vehicular ingress to and egress from the Dominant Estate Property, to and from US Highway No. 281.

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

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Reservations from Conveyance: As set forth in item 3 below.

Exceptions to Warranty: This conveyance is made and accepted subject to taxes for the current year, payment of which Grantor assumes, and all restrictions, covenants, conditions, easements, reservations and other instruments that affect the Easement Property and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities that affect the property

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors and assigns an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the Dominant Estate Property, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement in common with Grantor, Grantor's grantees, and Grantor's successors and assigns to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (as applicable, the "Holder").
2. *Duration of Easement.* The duration of the Easement is perpetual.
3. *Reservation of Rights.* Grantor reserves for Grantor, Grantor's Grantees, and Grantor's successors, and assigns the right to continue to use and enjoy the surface of

the Easement Property for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor, Grantor's Grantees, and Grantor's successors, and assigns the right to use all or part of the Easement in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.

4. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property will be at the sole expense of Grantor, Grantor's Grantee or Grantor's successor. Grantor has the right to eliminate any encroachments into the Easement Property. Grantor must maintain the Easement Property in a neat and clean condition. Grantor has the right to construct, install, maintain, replace, and remove a road with all culverts, bridges, drainage ditches, sewer facilities, and similar or related utilities and facilities under or across any portion of the Easement Property (collectively, the "Road Improvements"). All matters concerning the configuration, construction, installation, maintenance, replacement, and removal of the Road Improvements are at Grantor's sole discretion, subject to performance of Grantor's obligations under this agreement. Grantor has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Road Improvements or for the road to continue onto other lands or easements owned by Grantor and adjacent to the Easement Property, subject to replacement of the fences to their original condition on the completion of the work. On written request by Grantor, the owners of the Easement Property will execute or join in the execution of easements for sewer, drainage, or utility facilities under or across the Easement Property.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* If any party retains an attorney to enforce this agreement, the

party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

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

10. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

11. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

12. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

13. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision

hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

17. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

Grantor:

SA LAND PARTNERS, LLC, a Delaware
limited liability company

By SOUTHERLAND/GLEN WOOD
DEVELOPMENT, LTD., a Texas Limited
Partnership

By CHARLES PATTERSON MANAGEMENT,

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LLC, a Texas limited liability company, General Partner

By: [Signature]
JAY PATTERSON, Vice President

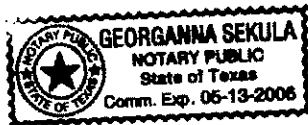
Grantee:

[Signature]
FELIX W. WHIPPLE

[Signature]
PEGGY G. WHIPPLE

THE STATE OF TEXAS
COUNTY OF Hays

This instrument was acknowledged before me on this the 14 day of January, 2005, by JAY PATTERSON, Vice President of CHARLES PATTERSON MANAGEMENT, LLC, a Texas limited liability company, as General Partner for SOUTHERLAND/GLEN WOOD DEVELOPMENT, LTD., a Texas limited partnership for SA LAND PARTNERS, LLC, a Delaware limited liability company, in the capacity therein stated, on behalf of said Company.

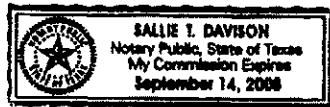


[Signature]
NOTARY PUBLIC, STATE OF TEXAS
Notary's Name Printed: GEORGANNA SEKULA
My Commission Expires: 5-13-2008

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THE STATE OF TEXAS
COUNTY OF Bexar

This instrument was acknowledged before me on this the 7th day of
JANUARY, 2005, by FELIX W. WHIPPLE and PEGGY G. WHIPPLE.



Sallie T. Davison
NOTARY PUBLIC, STATE OF TEXAS
Notary's Name Printed:
SALLIE T. DAVISON
My Commission Expires: 9-14-2008

Any provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal law
STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the
date and the time stamped herein by me and was duly RECORDED in Official
Public Records of Real Property of Blanco County, Texas on

JAN 14 2005



Karen Newman
COUNTY CLERK
BLANCO COUNTY, TEXAS

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050093

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE LANDING AT BLANCO

STATE OF TEXAS

*

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BLANCO

*

This Declaration made on the date hereinafter set forth by SA LAND PARTNERS, LLC, a Delaware limited liability company, by SOUTHERLAND/GLEN WOOD DEVELOPMENT, LTD., a Texas limited partnership, acting herein by and through its duly authorized General Partner, CHARLES PATTERSON MANAGEMENT, LLC, a Texas limited liability company, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of that certain tract of Land located in Blanco County containing 1013.71 acres more or less, more fully described on the map and plat recorded in Volume 2, Page 44-47 of the Map and Plat Records of Blanco County, Texas, thereafter referred to as "Property" or "Subdivision;" and,

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (hereinafter "Restrictions") upon and against the Property in order to establish a uniform plan for its development, improvement and sale, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of the Property; and,

WHEREAS, the development of the Property will include an air park, with its related airstrip, and runways and may include taxiways, hanger areas, fuel areas and other related activities. These features are essential to the development of the Property and the Lot owners are encouraged to use such facilities. Many of the Lots will be adjacent to the airfield and in the traffic pattern and there could be continual and various flying and aviation oriented activities conducted on such airfield. The Property has been created in order to provide an environment compatible with such activities which activities shall be considered as favorable to the welfare of the Property and not detrimental thereto.

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon the Property, and declares the following reservations, easements, restrictions, covenants and conditions applicable thereto all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof. Developer also declares that the Property shall be subject to the jurisdiction of the "Association" (as hereinafter defined).

ARTICLE I
DEFINITIONS

Section 1.01 "Airstrip" shall mean approximately 14.34 acres located within the property, identified as "Air Strip Common Area" on the plat.

Section 1.02 "Association" shall mean and refer to THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION, and its successors and assigns.

Section 1.03 "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 1.04 "Builders" shall mean and refer to persons or entities that purchase tracts and build speculative or custom homes thereon for third party purchasers.

Section 1.05 "Common Areas" shall mean that portion of the Subdivision owned by the Association for the common use and enjoyment of the Members of the Association including but not limited to, all parks, recreational facilities, airstrips, airstrip facilities, gates, walkways and parking lots. The Common Areas to be owned by Association shall include (i) those areas of land shown on

any recorded plat or its equivalent of the Property, as defined below, or any portion thereof filed or approved by Developer and identified thereon as "Common Area" or any other area designated on the plat as being for the common use and benefit of the Members; (ii) the unpaved and landscaped areas of the right of way for any drive within the Subdivision; and (iii) those areas of land and improvements thereon deeded to the Association. Such common areas shall not be subject to the use restrictions set forth in Article III.

Section 1.06 "Developer" shall mean and refer to SA LAND PARTNERS, LLC, a Delaware limited liability company.

Section 1.07 "Front Lot Line" shall mean and refer to that certain lot line adjoining the road. If more than one lot line adjoins the road, the Committee shall determine which lot line is the front lot line.

Section 1.08 "Tract" or "Lot" shall mean and refer to any plat of land identified as a parcel or home site on the Property.

Section 1.09 "Road(s)" shall mean and refer to those certain areas of land more fully identified on the Plat, which shall be maintained by the Association for the purpose of ingress and egress to and from the Tracts and/or common areas.

Section 1.10 "Member" shall mean and refer to every person or entity that holds a membership in the Association.

Section 1.11 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any tract including (i) contract seller (a seller under a Contract for Deed), (ii) Developer and (iii) Builders. Those persons or entities having merely a security interest for the performance of an obligation shall not be considered an Owner.

Section 1.12 "Temporary Residence" shall mean and refer to a residence used for no more than a nine (9) month period.

ARTICLE II RESERVATIONS, EXCEPTION AND DEDICATIONS

Section 2.01 Conveyances. All Restrictions created herein shall be construed as being included in each contract, deed or conveyance executed or to be executed by or on behalf of Developer, whether specifically referred to therein or not.

Section 2.02 Easements. Developer reserves for public use out of the property conveyed to a third party purchaser a utility easement twenty (20) feet in width from the front boundary line of each Tract, ten (10) feet in width along each side and rear boundary line of each tract and thirty (30) feet in width from the boundary line located in or adjacent to a road, regardless of the property line. The purpose of the easement shall be the construction, maintenance and repair of utilities including but not limited to electrical systems, telegraph and telephone lines, storm surface drainage, cable television, water lines, gas lines or any other utilities as Developer sees fit to install in, across and/or under the Property. Notwithstanding, this provision creates no obligation on the part of Developer to provide utilities. All utility easements in the subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Tracts. Should any utility company furnishing a service covered by a general easement herein provided request a specific easement within the general easement area by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Property shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their

respective facilities. Neither Developer nor any utility Company, political subdivision or other authorized entity using the easements herein described shall be liable for any damages done by them or their assigns, agents, employees or servants to fences, shrubbery, trees and lawns or any other property of the Owner of the Tracts covered by the easements.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by developer to any of the Tracts by deed, contract for deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted affecting the Tracts. The Owners of the respective Tracts shall not be deemed to own pipes, wires, conduits or other service lines running through their Tracts which are utilized for or service to other Tracts, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Tract.

Section 2.04 Utility Easements. No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, fences and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Tract subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by the Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

Section 2.05 Airspace Easement. An easement in and through the air space above the Subdivision is hereby reserved for the purposes of operation of aircraft and all incidental activities related thereto, including, but not limited to sight, operation of electronic equipment, noise, vibrations, lights and/or beacons, deviations of air craft caused by nature or acts of God, and air pollution caused by aircraft exhaust fumes or aircraft maintenance.

Section 2.06 Road Easement. A road easement has been or will be conveyed to the Association for the purpose of Tract owners having ingress and egress to and from their tracts. The Association shall, at all times, allow Tract owners access over such easements, regardless of whether such Tract Owner is current with his dues or in compliance with these restrictions. Except as specifically set forth herein, no improvement shall be constructed on or over such easement by any Lot Owner and no action shall be taken by any landowner on or over this easement which would prevent other landowners to have access to their individual properties. The Association shall be responsible for the maintenance of such road. Additionally, Lot Owners shall be allowed to ride horses over the easement, subject to any rules and regulations set forth by the Association. In addition to the above, the owners of Lots 9-12 shall be allowed, and are hereby granted an easement, which easement is subject to the reasonable rules and regulations established by the Association, to taxi their planes over and across the portion of the roadway described as follows:

FIELD NOTE DESCRIPTION OF THE CENTERLINE OF A 60 FOOT WIDE ACCESS AND UTILITY EASEMENT (TAILWIND DRIVE), 30 FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, BEING A PORTION OF THAT 1013.39 ACRE TRACT CONVEYED TO SA LAND PARTNERS, LLC BY TOM STACY AND WIFE, MELINDA STACY BY DEED DATED AUGUST 9, 2004, AND RECORDED IN VOLUME 303, PAGE 273, BLANCO COUNTY DEED RECORDS, BEING PART OF THE LANDING AT BLANCO SUBDIVISION, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at an iron stake with an aluminum cap marked "PRO-TECH ENG 2219" set on the radius point of a 120 foot diameter cul-de-sac easement for the SOUTHERN TERMINUS of the herein described centerline and from which an aluminum cap marked "PRO-TECH ENG 2219" found in the east line of U.S. Highway No. 281 and the southwest corner of the said SA Land Partners 1013.39 acre tract bears S79°46'14"E, 9,525.59 feet, and from which a 5" steel pipe fence corner post found at the southeast corner of the said SA Land Partners 1013.39 acre tract bears N35°11'53"W, 2,579.57 feet;

THENCE, leaving the said cul-de-sac, with the said centerline, the following courses numbered (1) through (23):

- 1) N60°56'19"E, 32.26 feet to the arc of a curve to the left for the POINT OF CURVATURE;
- 2) 429.14 feet along the arc of the said curve to the left, having a radius of 590.92 feet and a chord which bears N40°08'02"E, 419.77 feet to the POINT OF TANGENCY;
- 2) N19°19'45"E, 2,012.94 feet to the arc of a curve to the left for the POINT OF CURVATURE;
- 3) 203.14 feet along the arc of the said curve to the left and having a radius of 500.00 feet, and a chord which bears N07°41'25"E, 201.74 feet to the POINT OF TANGENCY;
- 4) N03°56'54"W, 110.33 feet to the arc of a curve to the right for the POINT OF CURVATURE;
- 5) 203.14 feet along the arc of the said curve to the left, having a radius of 500.00 feet, and a chord which bears N07°41'25"E, 201.74 feet to the POINT OF TANGENCY;

N19°19'45"E 1140.17 feet to a iron stake with aluminum cap marked "PRO-TECH ENG 2219" set in fence for the NORTHERN TERMINUS of the herein described centerline, same being a north line of the said SA Land Partners 1013.39 acre tract and a south line of that 797.247 acre tract conveyed to Glenn H. Kothmann by R. Burnell Bennett and wife, Nesbitt Bennett by deed dated October 16, 1978, and recorded in Volume 97, Page 492, Blanco County Deed Records and from which a 5" steel fence corner post found in the south line of the said Bennett 797.247 tract, a Northwest corner of the said SA Land Partners 1013.39 acre tract bears S70°08'49"E, 857.73 feet, and being a 60 foot wide access and utility easement, containing 5.78 acres of land. Surveyed November 10, 2004 under the supervisions of Kelly Kilber, Registered Professional Land Surveyor Number 2219

Any plane taxiing over the easement Property shall have the right of way over any other vehicle or animal.

Lot Owners shall have no access to US Highway 281 directly from Lots 1, 33 or 34 or at the Northernmost access point to US Highway 281, identified as Crosswind Drive and being that portion of the easement lying and situated adjacent to Lots 1 and 34.

ARTICLE III USE RESTRICTIONS FOR LOTS

Section 3.01 Single Family Residential Construction. Except as specifically set forth in these Declarations, all Tracts except common areas must be used for single family residential purposes and, except as expressly allowed herein, no building or structure shall be erected, placed, added or permitted to remain on any Tract other than one dwelling unit per each Tract. Such dwelling must

have at least two thousand (2000) square feet of living area for one story homes and two thousand five hundred (2500) square feet of living area for two story homes, with at least one thousand two hundred fifty (1250) square feet, excluding porches, on the ground floor. All dwellings must be built with new construction material. All main residences must have a garage, which garage may be detached. All garages, which must be suitable for not less than two (2) automobiles, must be of the same general construction and materials as the main dwelling and located on the tract according to the Committee approved site plan. All garages must face the side or rear lot line and no carports shall be allowed. One guest/servants house may be built provided said guest/servants house contains no less than five hundred (500) square feet and is no more than one-half of the total square feet of the main house. Such guest/servants house must have prior written approval of the Architectural Control Committee and must be built after or while the main dwelling is being built. Barns, workshops and/or storage buildings may be constructed on the property prior to the main dwelling being built provided they are approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the property. The term "dwelling" does not include either double wide or manufactured homes, or single wide mobile homes, or prefab houses regardless of whether the same are placed upon permanent foundation, and said homes are not permitted within the Subdivision. Any building, structure or improvements commenced on any tract shall be completed as to the exterior finish and appearance within nine (9) months from the commencement date. No building or structure erected, altered or placed on, any Lot shall exceed the lesser of thirty-five (35) feet in height (measured from the ground to the top most part of the roof) nor be more than 2 -1/2 stories in height without the written consent of the Architectural Control Committee.

Notwithstanding anything contained in this Section 3.01, the dwelling currently existing in the subdivision located on Lot 38 shall be considered in compliance with these restrictions. If the owner of such dwelling desires to renovate, repaint or reconfigure the outside of the structure, such owner must get approval of the Association and such renovations, repainting and reconfiguration must comply with these restrictions, unless otherwise agreed to by the Association. Ordinary and typical repairs shall not be subject to the Association approval.

Section 3.02 Airplane Hangar and tie-downs. Only those lots adjoining the airstrip shall be allowed to construct either (i) one hangar having floor area of no more than 4000 square feet inclusive of enclosed work shop area or (ii) two hangars having floor area of no more than 4000 square feet total inclusive of enclosed work shop area. All hangars shall be placed behind the house, on the half of the lot adjoining the airstrip, shall be no more than 25 feet in height and shall be made of earth-tone metals or such other material as is approved by the Architectural Control Committee. Any outside tie-downs are limited to two (2) aircraft which shall be in airworthy condition.

The Owners of Lots 9-12, inclusive, shall be allowed to construct one hangar having floor area of no more than 2400 square feet inclusive of any enclosed workshop area. Such hangar shall be placed a minimum of 300 feet from the front property line, made of earth-tone metals, screened from view with natural vegetation, if possible and have doors that open either to the side or back property line. If it is not possible to screen the hangar from view with natural vegetation, then the portion of the hangar facing the front property line shall be constructed of no less than 100% masonry or masonry veneer, which masonry or masonry veneer shall match the house. No hangar shall be more than 25 feet in height.

Lot owners adjoining the airstrip who have constructed a hangar(s) may lease out such hangar, or hangar area, to other lot owners within the subdivision. No leases to non-lot owners shall be allowed without the approval of the Directors of the Association.

If the Owner of Lot 14 leases such lot to the Association for the purpose of constructing hangars, the Association or any sublessee, may construct up to eight hangars on such Lot.

Section 3.03 Fuel Storage. Individual above ground fuel storage systems may be constructed next to

any hangar. The exact location and quantity of said fuel storage tank is subject to written approval by the Architectural Control Committee and must be shown on a formal site plan which is submitted to the Architectural Control Committee. All above ground tanks, pumps and vent pipes must be concealed or attractively screened. All submittals for approval of underground fuel storage must clearly present and show how the Owner will comply with required local, state and federal regulations governing storage tanks and the subsequent monitoring thereof. Aviation fuel shall not be commercially stored or dispensed on any Lot, except with the approval of the Association on the Common Area. No fuel storage areas shall be allowed on lots which do not have hangars.

Section 3.04 Composite Building Site. Any Owner of one or more adjoining Tracts (or portions thereof) may, with the prior written approval of the Architectural Control Committee, and with approval of the Blanco County Commissioner's Court, if required, consolidate such Tracts or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case the side setback lines shall be measured from the resulting side Property lines rather than from the Tract lines as indicated in these restrictions. Combined Lots shall nevertheless be considered as separate Lots for assessment purposes. Public utility and drainage easements are exempt from this provision.

Section 3.05 Location of the Improvements upon the Tract. Except for fencing and driveways, no building or improvement of any kind shall be located on Lots 1-6, 8-9, 11-12, 14, 16-19 and 21-38 nearer than one hundred (100) feet from any boundary line. No building or improvement of any kind, except for fencing and driveways, shall be located on Lot 7 nearer than one hundred (100) feet from the east, west and south property line and no nearer than twenty-five (25) feet to the north boundary line. On Lot 10, no building or improvement of any kind, except for fencing and driveways, shall be located nearer than one hundred (100) feet from the north, east or south boundary line and no nearer than twenty-five (25) feet from the west boundary line. Except for fencing and driveways, no building or improvement of any kind shall be located on Lots 13 and 20 nearer than one hundred (100) feet from the north, south and west boundary line and no nearer than twenty-five (25) feet from the east boundary line. As to any tract, the Architectural Control Committee may waive or alter any such setback line, if the Architectural Control Committee in the exercise of the Architectural Control Committee's sole discretion, such waiver or alteration is necessary to permit effective utilization of a tract. Further, the Architectural Control Committee may reasonably increase such setback lines adjoining the Airstrip if necessary for the use of the Airstrip. Any such increase, waiver or alteration must be in writing and recorded in the Official Public Records of Blanco County, Texas. Notwithstanding, the setback lines shall not apply to any area leased by the Association for the purpose of conducting aircraft activities.

Section 3.06 Use of Temporary Structures. No structure of a temporary character, whether trailer, motor home, basement, shack, garage, barn or other outbuilding shall be maintained or used on any Tract at any time as a residence, either temporarily or permanently, except as provided below. No Tract shall be used as a camping ground. A property owner may use an RV, camper or motor home for camping purposes no more than seven (7) days out of a thirty (30) day period (i.e. no more than seven (7) consecutive days) and no more than twenty-eight days per year. An RV, motor home or camper may be used as a temporary residence during construction, provided an approved septic system has been installed and the RV, camper or motor home is placed behind the construction site and out of sight of any road. After the dwelling is complete an RV, camper or motor home may be stored on the tract provided it is stored in compliance with Section 3.21 of these restrictions. The Developer or the Committee shall have the right to have any RV or motor home found to be in violation of these restrictions removed and stored at the expense of the owner; and, for these purposes Developer and/or the representative of the Committee is granted express written consent to remove the same without penalty or offense.

Guests quarters located inside of a Barn which is constructed on the property shall be allowed so long as the guest quarters are not used as a permanent residence and are not rented for income. Such

guest quarters may be used as the lot owner's temporary residence during the construction of the residence or as a "weekend getaway" for such lot owner prior to the construction of the residence.

The Developer reserves the exclusive right to erect, place and maintain a mobile home, camper or motor home in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Tracts, selling or constructing residences and constructing other improvements within the Subdivision. The Developer is not restricted by any of the above time constraints in this provision.

Section 3.07 Repair of Buildings. All improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

Section 3.08 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which alters the exterior appearance of any improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the Architectural Control Committee.

Section 3.09 Roofing Materials. The roof surface of all principal and secondary dwellings and garages shall be of slate, stone, concrete tile, clay tile, or other tile of a ceramic nature, composition shingles with a thirty (30) year or more warranty; or they may be metal, left natural or painted a color approved by the Architectural Control Committee. The Architectural Control Committee shall have the authority and sole discretion to approve other roof treatments and materials if the form utilized will be harmonious with the surrounding homes and Subdivision as a whole. Roofs on all other structures must be approved by the Architectural Control Committee.

Section 3.10 Construction in Place. All improvements must be constructed using new materials and shall be built in place on the applicable Tract.

Section 3.11 Color. All exterior color schemes on any structure must be approved by the Architectural Control Committee prior to use.

Section 3.12 Model Homes. Notwithstanding anything herein contained, Builders shall be allowed to construct model homes as long as such model homes conform to these restrictions.

Section 3.13 Masonry. Each exterior wall of the main residence constructed on any lot shall be no less than seventy-five percent (75%) masonry or masonry veneer, inclusive of door, window and similar openings. Masonry and Masonry veneer includes stucco, brick, rock and all other materials commonly referred to in the Blanco County, Texas area as masonry. Notwithstanding this provision, houses constructed with logs and ranch or farm style houses constructed using hardiboard may be allowed with the prior written approval of the Architectural Control Committee, which approval shall be at the Architectural Control Committee's sole discretion.

Section 3.14 Walls, Fences, and Mail Boxes. Walls and fences, if any, must be approved prior to construction by the Architectural Control Committee, must be constructed of new material, and, unless otherwise permitted by the Architectural Control Committee, must be constructed of masonry, wrought iron, wood, metal, pipe, or ranch fencing with t-posts. Chain link fencing shall not be permitted, except for use as a dog run and only if such fencing is not visible from any street, adjacent property or common area. If wood fencing is used, such fences must have a minimum of three horizontal planks along the entire property line. If pipe fencing is used, such fences must have a minimum of three horizontal pipes along the front property line. All wooden fences must be painted or stained and the color of such paint or stain must be approved by the Architectural Control Committee. High fencing currently exists along the boundary line of the airstrip and of the Property. The owners of the Lots on which such fencing exists must maintain such fencing and keep the same

in good repair. Owners of Lots adjacent to the airstrip or to Rolling Hills Drive may install a game proof gate in the fence adjoining the airstrip or Rolling Hills Drive. Such gate must remain closed except when being used for immediate ingress and egress. All individual mail boxes (if approved by the postal department) must be of masonry construction and approved by the Architectural Control Committee. No improvements, including fencing, shall be located closer than thirty (30) feet from the center to the road.

The property, at the time of imposing these Restrictions, is under the 1-D-1 agricultural exemption for ad valorem tax valuation. It is the intention of the Developer for itself and, subsequently, for the Association, to maintain this valuation by causing all or part of such lots to be leased for agriculture purposes as allowed by Statute, on all lots, save building sites thereon, for the benefit of the Lot Owners in general, for as long as it is practical. Notwithstanding, however, any Lot Owner may determine that they shall not be a part of this program, allowing for the Agricultural Exemption, by building a fence around his property, in accordance with this Section 3.14 and by terminating the grazing lease by and between Developer and THE LANDING AT BLANCO Property Owners Association in accordance with the terms of such lease. Unless a lot owner has specifically opted out of the program, the Association hereby specifically reserves an easement of free and uninterrupted ingress, egress and regress over, through, and across all Lots for the purpose of allowing the free range of animals in order to qualify the property under the Agriculture exemption.

Section 3.15 Driveways. Within the first three hundred (300) feet of the lot, which three hundred feet begins at the front lot line, all driveways shall be constructed of asphalt, exposed aggregated finished concrete, concrete, chip and seal or brick pavers materials unless otherwise approved in writing by the Association. The Driveway shall begin where the paved portion of the road ends. All driveways must be shown on the plans submitted to the Association, completed no later than thirty (30) days after the completion of the main dwelling and approved prior to any construction commencing.

Section 3.16 Antennas, Towers, and Satellite Dishes. Antennas, towers, or satellite dishes of any kind shall not exceed ten feet above the roof of the Dwelling or Accessory Building whichever is higher. Any antennae, tower or satellite dish must be located to the side or rear of the Dwelling or Accessory Building and not within one hundred feet (100') of any side Property line or one hundred feet (100') of any rear Property line. The Committee must approve all antennas, towers or satellite dishes and may disapprove of any antennas, towers or satellite dishes which will disrupt the use of the Airstrip or create a danger to the users of the Airstrip. Nothing herein shall be construed to conflict with the latest rules and regulations set forth by the Federal Communications Commission.

Section 3.17 Prohibition of Activities. No Activity, whether for profit or not, shall be conducted on any Tract which is not related to single family residential purposes, unless said activity meets the following criteria: (a) no additional exterior sign of activity is present, (b) no additional traffic, that would not be there normally, is created, and (c) nothing dangerous is present that should not be there. Nothing herein shall restrict "home offices" so long as the conditions of "a," "b" and "c" above are met. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on any Tract. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. Noise caused by airplanes shall not be considered a nuisance.

Section 3.18 Hunting. Hunting, during hunting season and only with Bows and Crossbows shall be allowed, if in accordance with state law and county regulations. Except as set forth in Section 9.15, all other weapons and firearms are expressly prohibited. Target practice is expressly prohibited.

Section 3.19 Garbage and Trash Disposal. Garbage and trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this Subdivision is or may be created. No Tract shall be used or maintained as a

dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 3.20 Junked Motor Vehicles Prohibited. No tract shall be used as a depository for abandoned or junked motor vehicles, boats or airplanes. No junk of any kind or character shall be kept on any Tract.

Section 3.21 Trailers, RVs, Boats. Except for the air plane tie downs allowed in Section 3.02, all airplanes, trailers, travel trailers, graders, recreational vehicles (RVs), trucks (other than pickups of a size one (1) ton or less), boats, tractors, campers, wagons, buses, motorcycles, motor scooters and lawn or garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view from common areas, public or private thoroughfares and adjacent properties.

Section 3.22 Signs. No signs, advertising, billboards or advertising structure of any kind may be erected or maintained on any Tract without the consent in writing of the Architectural Control Committee. In addition to other signs which may be allowed by the Architectural Control Committee, the Architectural Control Committee shall allow one (1) professionally made sign not more than twenty-four inches (24") by thirty inches (30") advertising Owner's Tract for sale or rent, and one (1) professionally made sign, not more than twelve inches (12") by twenty-four inches (24") identifying the Tract owner's name or names. Model Home builders shall be allowed to place one professionally made signs, no larger than four feet by four feet (4' x 4') which is pre-approved by the Architectural Control Committee on the lot on which the house is being built. The term "professionally made sign does not include the plastic or metal pre-made "for sale" or "for rent" signs. No sign shall be nailed to a tree. Developer or any member of such Committee hereby reserves an easement across the property for the purpose of removing and shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Tract in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 3.23 Animal Husbandry. Domestic livestock and exotic animals shall be allowed on any Tract so long as such animals do not exceed one (1) animal per every 2 fenced acres and do not become a nuisance or threat to other Owners. The Directors of the Association have the sole discretion in determining if any animal is a nuisance. Pigs and hogs are not allowed on any Tract unless such pig or hog is being raised for 4-H or school sponsored programs. No more than four (4) pigs and hogs are allowed on any one tract. Chickens, turkeys and other birds shall be allowed so long as such birds are kept in a coup and do not exceed 20 birds per tract. All animals being raised by individual tract owners must be kept in a fenced area on the owner's tract. No overgrazing is permitted on any portion of the lot. Dogs, cats, or other common household pets may be kept on a Tract. Dogs must be kept in a kennel, dog run, or fenced in area that confines said dog(s) to that area. Dogs will not be permitted to run loose on the Property and must be vaccinated for rabies according to State law once a year and registered with Blanco County once a year. No feedlots for any type of animal shall be permitted.

Section 3.24 Mineral Development. No commercial oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Tract. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Tract.

Section 3.25 Drainage. Natural established drainage patterns of streets, tracts or roadway ditches will not be impaired by any person or persons. Driveway culverts must be installed and shall be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. Drainage culvert installation is subject to the inspection and approval of the Architectural

Control Committee and to County requirements.

Section 3.26 Re-subdivision. Except for the granting of easements or as required by Blanco County, no Tract shall be re-subdivided or split.

Section 3.27 Windsock: A windsock used in conjunction with the Airstrip currently exists on Lot 13. The Owner of Lot 13 shall not remove the windsock without the express written permission of the Association and shall maintain the windsock for use by the Airstrip. At such time as the Association believes that the windsock should be replaced, the Association shall provide the Owner of Lot 13 with a new windsock which shall then be installed and maintained by the Lot Owner.

Section 3.28 Airstrip Approach: No building, structure or other improvements, except for a driveway, shall be constructed within the airstrip approach, which airstrip approach is more fully described as follows:

Tract 1:

FIELD NOTE DESCRIPTION OF A AIRSTRIP APPROACH, BEING A PORTION OF THAT 1013.39 ACRE TRACT CONVEYED TO SA LAND PARTNERS, LLC BY TOM STACY AND WIFE, MELINDA STACY BY DEED DATED AUGUST 9, 2004, AND RECORDED IN VOLUME 303, PAGE 273, BLANCO COUNTY DEED RECORDS, BEING A PART OF TRACTS 11, 12 & 13 OF THE LANDING AT BLANCO SUBDIVISION, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at a corner fence post for the southwest corner of the tract herein described, same being the northwest corner of Airstrip Common Area, The Landing and from which an aluminum cap marked "PRO-TECH ENG 2219" found in the east line of U.S. Highway No. 281 and the southwest corner of the said SA Land Partners 1013.39 acre tract bears N88°53'24"E, 10,471.49 feet, and from which a 5" steel pipe fence corner post found at the southeast corner of the said SA Land Partners 1013.39 acre tract bears N11°57'14"E, 4,156.39 feet;

THENCE, leaving the said fence and the said Airstrip Common Area, N20°20'29"E, at 306.58 feet passing an iron stake with aluminum cap marked "PRO-TECH ENG 2219" set and continuing on, in all, 1,447.29 feet to a wire fence for the northwest corner of the tract herein described, same being the north line of the said SA Land Partners 1013.39 acre tract and the south line of that 797.247 acre tract conveyed to Glen H. Kothmann by R. Burnell Bennett, et ux, by deed dated October 16, 1978, and recorded in Volume 97, Page 492, Blanco County Deed Records;

THENCE, with fence, the common line of the said SA Land Partners 1013.39 acre tract and the said Kothmann 797.247 acre tract, the following courses numbered (1) and (2);

- 1) S71°02'55"E, 26.53 feet to a steel fence post;
- 6) S71°03'42"E, 172.89 feet to the northeast corner of the tract herein described;

THENCE, leaving the said fence and the said Kothmann 797.247 acre tract, S20°20'20"W, 1,416.82 feet to a corner fence post for the southeast corner of the tract herein described and the northeast corner of the aforementioned Airstrip Common Area;

THENCE, with fence and the north line of the said Airstrip Common Area, N66°53'16"W, 199.60 feet to the POINT OF BEGINNING, being an Airstrip Approach, containing 6.63 acres of land. Surveyed November 10, 2004 under the supervision of Kelly Kilber, Registered Professional Land Surveyor Number 2219.

Tract 2:

FIELD NOTE DESCRIPTION OF A AIRSTRIP APPROACH, BEING A PORTION OF THAT 1013.39 ACRE TRACT CONVEYED TO SA LAND PARTNERS, LLC BY TOM STACY AND WIFE, MELINDA STACY BY DEED DATED AUGUST 9, 2004, AND RECORDED IN VOLUME 303, PAGE 273, BLANCO COUNTY DEED RECORDS, BEING A PART OF TRACT 20 OF THE LANDING AT BLANCO SUBDIVISION, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at a corner fence post for the southeast corner of the tract herein described, same being the south line of the said SA Land Partners 1013.39 acre tract and the north line of that 652.24 acre tract of land conveyed to Donald A. Drury by Adolph A. Kneupper, et ux, by deed dated April 10, 1959, and recorded in Volume 67, Page 556, Blanco County Deed Records and from which an aluminum cap marked "PRO-TECH ENG 2219" found in the east line of U.S. Highway No. 281 and the southwest corner of the said SA Land Partners 1013.39 acre tract bears S70°44'26"E, 10,982.08 feet, and from which a 5" steel pipe fence corner post found at the southeast corner of the said SA Land Partners 1013.39 acre tract bears N70°15'05"E, 524.44 feet;

THENCE, with fence, the common line of the said SA Land Partners 1013.39 acre tract and the said Drury 652.24 acre tract, N70°15'05"W, 122.32 feet to the southwest corner of the tract herein described;

THENCE, leaving the said fence and the said Drury 652.24 acre tract, N21°25'32"E, 45.02 feet to a corner fence post for the northwest corner of the tract herein described, the southwest corner of Airstrip Common Area and the southeast corner of Tract 19;

THENCE, leaving the said Tract 19, with fence, the south line of the said Airstrip Common Area, S70°07'12"E, 122.30 feet to a corner fence post for the northeast corner of the tract herein described and the southeast corner of the said Airstrip Common Area;

THENCE, leaving the said fence and the said Airstrip Common Area, S21°21'59"W, 45.12 feet to the POINT OF BEGINNING, being an Airstrip Approach, containing 0.126 acres of land. Surveyed November 10, 2004 under the supervisions of Kelly Kilber, Registered Professional Land Surveyor Number 2219.

In the event of the failure of Owner to comply with the above requirements after ten (10) days written notice thereof, the Association or their designated agents may, without liability to the Owner, Contractor or any occupants of the Tract in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said Tract, cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration at the expense of Owner. Payment for the charges by such Owner shall be payable on the first day of the next calendar month.

ARTICLE IV
AIRSTRIP

4.01 Airstrip Maintenance. The Property Owners Association shall be responsible for maintaining the airstrip and any other improvements appurtenant thereto.

4.02 Use Fee. The Property Owners Association may charge a use fee to those persons using the airstrip for the purpose of capital improvements to the airstrip or surrounding areas. The Association shall not commingle the proceeds of such use fee with the Maintenance fund. Such proceeds shall be used solely and exclusively to fund nonrecurring maintenance or improvements benefiting those persons using the airstrip facility. Such Use fee shall not be effective unless approved by a vote of

two-thirds of those persons being assessed such fee.

4.03 Use of Airstrip. Except in emergency situations, the Airstrip shall only be used by Lot Owners and/or their invited guests and all Lot Owners and guests shall apply with the Airstrip rules established by the Association.

ARTICLE V ARCHITECTURAL CONTROL COMMITTEE

Section 5.01 Basic Control.

- (a) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced or changes made in the design or exterior appearance thereof or any addition or exterior alteration made thereto after original by construction, or demolition or destruction by voluntary action made thereto after originally constructed, on any tract in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the Committee of the construction plans and specification for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument and on the utilization of or interference with the Airstrip and airspace.
- (b) Each application made to the Committee, or to the Developer, shall be accompanied by two sets of plans and specifications for all proposed construction (initial or alteration) to be done on such Tract including plot plans showing location on the tract.

Section 5.02 Architectural Control Committee.

- (a) The authority to grant or withhold architectural control approval as referred to above is initially vested in the Developer; provided, however, the authority of the Developer shall cease and terminate upon the appointment of the Architectural Control Committee of the Association (sometimes herein referred to as the "Committee"), in which event such authority shall be vested in and exercised by the Committee (as provided in (b) below), hereinafter referred to, except as to plans and specifications and plot plans theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plot plans. Notwithstanding, after the Control Transfer Date, both the Developer and the Architectural Control Committee shall have the right to grant a variance from the building set-back line restrictions. Either party may grant this variance as it determines in its sole discretion is needed, without the consent of the other. The term "Committee", as used in this Declaration, shall mean or refer to the Developer or to THE LANDING AT BLANCO Architectural Control Committee composed of members of the Association, as applicable.
- (b) On or after such time as Developer has conveyed 35 lots (from time to time hereafter referred to as the "Control Transfer Date") the Developer shall cause an instrument transferring control to the Association to be placed of Record in the Official Public Records of Blanco County, Texas (the effective Control Transfer Date shall be the date of its recording). There upon, the Developer shall appoint a Committee of three (3) members to be known as THE LANDING AT BLANCO Architectural Control Committee who shall serve staggered terms with the first term ending on the date of the next succeeding annual meeting following the Control Transfer Date. After the Control Transfer Date, each member of the Committee must be an Owner of a Tract

in the Property. Additionally, the Developer shall have the right to discontinue the exercise of the Architectural Control privileges and arrange for the transfer to the Association at any time prior to the Control Transfer Date by filing a statement and instrument to such effect in the Official Public Records of Blanco County, Texas.

Section 5.03 Effect of Inaction. Approval or disapproval as to architectural control matters as set forth in the preceding provisions of this Declaration shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plot plans received by it in compliance with the preceding provisions within thirty (30) days following such submissions, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof.

Section 5.04 Effect of Approval. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Committee that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reasons of the good faith exercise thereof.

Section 5.05 Variance. The Committee may, on a case by case basis, authorize variances from compliance with any of the provisions of either (i) the Restrictions or (ii) minimum acceptable construction standards or regulations as promulgated from time to time by the Developer or the Committee. Notwithstanding, after the Control Transfer Date, both the Developer and the Committee shall have the right to grant a variance from the Building set-back line restrictions. Either party may grant this variance as it determines, in its sole discretion is needed, without the consent of the other. Such variances must be evidenced in writing and shall become effective when signed by the Developer or by at least a majority of the members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of these Restrictions for any purpose except as to the particular Tract and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Tract concerned.

ARTICLE VI

THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION

Section 6.01 Non-Profit Corporation. THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION, a non-profit corporation, has been (or will be) organized and it shall be governed by the Articles of Incorporation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 6.02 Bylaws. The Association has adopted or may adopt whatever Bylaws it may choose to govern the organization or operation of the Subdivision and the use and enjoyment of the Tracts, provided that the same are not in conflict with the terms and provisions hereof.

Section 6.03 Membership. Every person or entity who is a record owner of any Tract which is subject to the Maintenance charge and other assessments provided herein, and Developer shall be a

"Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No owner shall have more than one membership for each Tract owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the Tracts, regardless of the number of persons who may own a Tract (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each Tract. Ownership of the Tracts shall be the sole qualification for membership.

Section 6.04 Voting Rights. The Association shall have one class of voting memberships. Each Lot shall have only one vote regardless of the number of owners of the Lot.

ARTICLE VII MAINTENANCE FUND

Section 7.01 Maintenance Fund Obligation. Each Owner of a tract by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association a yearly maintenance charge (the "Maintenance Charge"), and any other assessments or charges hereby levied. The Maintenance Charge and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Tracts and shall be a continuing lien upon the Tract against which each such Maintenance Charge and other charges and assessments are made.

Notwithstanding, the Developer shall not be required to pay a Maintenance Charge to the Association on the Tracts owned by the Developer.

Section 7.02 Basis of the Maintenance Charge.

(a) The Maintenance Charge referred to shall be used to create a fund to be known as the "Maintenance Fund", which shall be used as herein provided; and each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Tract to the Association. The Maintenance Charge for the year of purchase shall be pro-rated at closing and then shall be paid annually.

(b) Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the hereinafter described lien against the Owner's Tract.

(c) The initial amount of the Maintenance Charge applicable to each Tract will be \$2375.00 per Lot per year due in advance, payable on January 1 of each year. All other matters relating to the Maintenance Charge and the collection, expenditures and administration of the Maintenance Fund shall be determined by the Developer or the Board of Directors of the Association, subject to the provisions hereof.

(d) The Directors of the Association, from and after the Control Transfer Date, shall have the further right at any time, to adjust, alter, increase or decrease said Maintenance Charge from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association in order for the Association to carry out its duties hereunder. However, the Directors shall not increase the assessment by more than ten (10) percent per year.

Section 7.03 Special Assessments. In addition to the Regular Annual Assessment, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in

excess of those budgeted once the subdivision improvements have been completed by Developer. Any such Special Assessment may be levied against all Lots and may be enforced in the same manner as the Regular Annual Assessment.

Section 7.04 Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge, and other charges, fees and assessments hereby levied, each Owner of a Tract, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Tract which may be foreclosed on by non-judicial foreclosure, pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of written instrument executed by the President or any Vice-President of the Association and filed for record in the Official Public Records of Blanco County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of foreclosure sale as provided by the Texas Property Code as then amended. Upon request by Association, the Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended, and shall convey such Tract to the highest bidder for cash by Substitute Trustee's Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Tract foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in action of forcible detainer and the issuance of a writ of restitution thereunder.

In the event of non-payment by any Owner of any Maintenance Charge or other charge, fee or assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, upon ten (10) days prior written notice thereof to such non-paying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this 7.04 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property code hereafter, the President or any Vice-President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration file in the Official Public Records of Blanco County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

Notwithstanding anything contained this Article VII or Section 7.04, all notices and procedures shall comply with Chapter 209 of the Texas Property Code.

Section 7.05 Notice of Lien. In addition to the right of the Association to enforce the Maintenance Charge or other charge or assessment levied hereunder, the Association may file a claim or lien against the Tract of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have accrued thereon, (d) the legal description and street address of the Tract against which the lien is claimed and (e) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The

lien shall continue until the amounts secured hereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such release of lien instrument.

Section 7.06 Liens Subordinate to Mortgages. The lien described in this Article VII shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or any other third party lender, including Developer, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Tract or for a Home Equity loan and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a Tract who obtains title to such Tract pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Tract free and clear of any claims for unpaid Maintenance Charges or other charges of assessments against such Tract which accrued prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Maintenance Charge or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Tract shall not affect the Association's lien for Maintenance Charges or other charges or assessments. The Association shall make a good faith effort to give each such mortgagee sixty (60) days advance written notice of the Association's proposed foreclosure of lien described in Section 7.01 hereof, which notice shall be sent the nearest office of such mortgagee by prepaid United States registered or Certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Charges or other charges or assessments upon which the proposed action is based provided, however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VII.

Section 7.07 Purpose of the Maintenance Charges. The Maintenance Charge levied by the Developer or the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of the Development and the maintenance of the common areas which hereafter may become subject to the jurisdiction of the Association. In particular, the Maintenance Charge shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described in Article IX, including the maintenance of any Drainage Easements, the maintenance of the entrance, airstrip and common areas, the enforcement of these restrictions and the establishment and maintenance of a reserve fund. The Maintenance Fund may be expended by the Developer or the Association for any purposes which, in the judgment of the Developer or Association, will tend to maintain the Property values in the Development, including, but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, and energy charges. Except for the Association's use of the Maintenance Charge to perform its duties described in this Declaration and in the Bylaws, the use of the Maintenance Charge for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 7.08 Handling of Maintenance Charges. The collection and management of the Maintenance Charge or other charge or assessment levied hereunder, shall be performed by the Developer until the Control Transfer Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer and, upon transfer, the Association, shall maintain separate special accounts for these funds, and Owners shall be provided at least annually information on the Maintenance Fund.

ARTICLE VIII
DEVELOPER'S RIGHTS AND RESERVATIONS

Section 8.01 Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as set forth in this declaration with respect to the Association from the date hereof, until the earlier to occur of (i) the Control Transfer Date or (ii) Developer's written notice to the Association of Developer's termination of the rights described in Article VIII hereof, less, save and except those rights set forth in Sections 8.02 and 8.03. The rights in Sections 8.02 and 8.03 shall be released at such time as a document relinquishing said rights is filed of record or the developer no longer holds record title to any Tracts in the development. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of a Tract by Developer to an Owner whether or not specifically stated therein and in each deed or other instrument by which any Property within the Control Area is conveyed by Developer. The rights, reservations and easements hereafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Developer's consent to any one such amendment shall not be construed as a consent to any other or subsequent amendment.

Section 8.02 Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any other Owners or the Association, to grant or create temporary or permanent easements, for access, utilities, pipeline easement, cable television systems, communication and security systems, drainage, water and other purposes incidental to development, sale, operation and maintenance of the Subdivision, located in, on, under, over and across (i) the Tracts or other Property owned by Developer and (ii) existing utility easements. Developer also reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements for access over and across the streets and roads within the Property.

Section 8.03 Developer's Rights to Convey Common Area to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey Real Property and improvements thereon, if any, to the Association for use as a Common Area at any time and from time to time in accordance with this Declaration, without the consent of any other Owner or the Association.

Section 8.04 Annexation of Additional Areas. Developer may cause additional real property to be annexed into Subdivision, by causing a written Annexation Declaration confirming the annexation thereof, to be recorded in the Official Public Records of Blanco County, Texas. No consent shall be required of the Association or any member thereof, each Owner being deemed to have appointed Developer as his agent and attorney-in-fact to effect this Annexation, which power hereby granted to Developer is and shall be a power coupled with an interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property, the same as if the additional property was included in the first instance. Notwithstanding, Developer shall not annex more than three hundred acres and the majority of all lots in such annexed property shall be twenty-five acres or larger.

Section 8.05 Withdrawal of Property. The Developer reserves the right to amend these Restrictions for the purpose of removing any portion of the Property from the coverage of these Restrictions and to cancel these restrictions as to such Property. Such amendment shall not require the consent of any owner other than the Owner of the property to be withdrawn or the property on which the restrictions are canceled.

ARTICLE IX
DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION

Section 9.01 General Duties and Powers of the Association. The Association has been formed to

further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has delegated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the members and to improve and enhance the attractiveness, desirability and safety of the Property. The Association shall have the authority to act as the agent to enter into any and all contracts on behalf of the Members in order to carry out the duties, powers and obligations of the Association as set forth in this Declaration.

Section 9.02 Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any Property, including any improvements thereon and personal property transferred to the Association by Developer, and equipment related thereto, together with the responsibility to perform any and all administrative functions and recreation functions associated therewith (collectively herein referred to as "Functions"), provided that such Property and Functions are not inconsistent with the terms of this Declaration. Property interest transferred to the Association by Developer may include fee simple title, easements, leasehold interests and licenses to use such Property. Any Property or interest in Property transferred to the Association by Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for Property taxes and assessments not then due and payable), but shall be subject to the terms of any declaration of covenants, conditions and restrictions annexing such Property to the Common Area, and all easements, covenants, conditions, restrictions and equitable servitude or other encumbrances set forth in the transfer. Except as otherwise specifically approved by resolution of the Board of Directors, no Property or interest in Property transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to Developer or any affiliate of Developer including, but not limited to, any purchase price, rent, charge or fee.

Section 9.03 Airstrip. The Association shall have full power and authority to do all such things as are necessary, or deemed by the Association to be advisable, in order to preserve and maintain the Airstrip, and any taxiways, lighting and other appurtenances for the benefit of its members. The Association shall maintain the airstrip unless seventy-five (75) percent of the owners of all of the lots in the subdivision and 100% of the Lot Owners using such airstrip vote not to maintain such airstrip.

Section 9.04 Other Insurance Bonds. The Association shall obtain such insurance as may be required by law, including worker's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

Section 9.05 Duty to Prepare Budgets. The Association shall prepare budgets for the Association.

Section 9.06 Duty to Levy and Collect the Maintenance Charge. The Association shall levy, collect and enforce the Maintenance Charge and other charges and assessments as elsewhere provided in this Declaration.

Section 9.07 Duty to Provide Annual Review. The Association shall provide for an annual unaudited independent review of the accounts of the Association. Copies of the review shall be made available to any Member who requests a copy of the same upon payment by such Member of the reasonable cost of copying the same.

Section 9.08 Duties with Respect to Architectural Approvals. The Association shall perform functions to assist the Committee as elsewhere provided in Article V of this Declaration.

Section 9.09 Power to Acquire Property and Construct Improvements. The Association may acquire Property or an interest in Property (including leases) for the common benefit of Owners including

improvements and personal property. The Association may construct improvements on the Property and may demolish any existing improvements, except for the airstrip, which requires the vote set forth in 9.03 above.

Section 9.10 Power to Lease. The Association has the power, but not the obligation, to temporarily lease the Common Areas, excluding the Airstrip, to persons or entities who are not lot owners for purposes such as weddings, parties, etc. so long as the Association utilizes the Common areas for the lot owners the majority of the time.

Section 9.11 Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce rules and regulations ("Rules and Regulations"), fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, and the use of any property, facilities or improvements owned or operated by the Association, including but not limited to the road.

The Association may adopt, amend, repeal and enforce rules and regulations, fines, levies and enforcement provisions as may be deemed necessary for the operation of the airstrip, provided, however, that any rule or regulation, except for the initial rules and regulations, may only be adopted, amended or repealed by an instrument in writing signed by 75% of the Owners utilizing such airstrip.

Section 9.12 Power to Enforce Restrictions and Rules and Regulations. The Association (and any Owner with respect only to the remedies described in (ii) below) shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Member and each guest of a member. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of Rules and Regulations of the Association by any one or more of the following means: (i) By entry upon any Property, excluding main residence, within the Property after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice (written or oral) to the Owner in such manner to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or the Rules and Regulations; (ii) By commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations; (iii) By suspension, after notice and hearing, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or such Member's guest of a provision of this Declaration or such Rules and Regulations, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (v) By levying and collecting, after notice and hearing, an assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or such Member's guest which assessment reimbursed the Association for the costs incurred by the Association in connection with such breach; (vi) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Member's guest for breach of this Declaration or such Rules and Regulations by such Member or such Member's guest; and (vii) By taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Members, plus attorney's fees incurred by the Association with respect to exercising such remedy.

Before the Board may invoke the remedies provided above, it shall give registered notice of such alleged violation to Owner, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Developer, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a

subsequent breach or default.

Section 9.13. Dedication of Airstrip. Notwithstanding anything herein, neither the Developer, nor the Association may dedicate the airstrip or any appurtenances thereto without the consent of seventy-five (75) percent of the lot owners in the subdivision and 100% of the lot owners using such airstrip.

Section 9.14. Lease. The Association may, at its option and upon such terms as it shall agree, negotiate a lease agreement for land along the Airstrip on Lot 14 for the purpose of allowing lot owners to conduct aircraft related activities, including but not limited to, parking aircraft, storing aircraft, maintaining aircraft and/or constructing hangars. Any lease between the Association and a lot Owner shall run with and be appurtenant to the Owner's residential lot, provided however, upon any subsequent sale of such residential lot by such Owner, the lease shall, at the Owner's option, either be transferred to the new owner, transferred to another lot owner within THE LANDING AT BLANCO or terminated. In the event such lease shall be terminated, any improvements covered by such lease shall become the property of the Association. No leased area shall be used for commercial purposes without the express written consent of the Association.

Section 9.15. Wildlife Harvesting. The Association shall have the sole power to adopt plans recommended by the Texas Department of Parks and Wildlife to manage and/or care for the wildlife in the subdivision. If such plan included the harvesting of wildlife, such harvesting shall be administered by the Association under the direction of the Texas Department of Parks and Wildlife. The Association hereby specifically reserves an easement of free and uninterrupted ingress, egress and regress over, through, and across all Lots for the purpose of harvesting such wildlife.

ARTICLE X GENERAL PROVISIONS

Section 10.01 Term. The provisions hereof shall run with the Property and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the Members having not less than two-thirds (2/3rds) of the votes (including the Developer) has been recorded agreeing to amend or change, in whole or in part, this Declaration.

Section 10.02 Amendments. Except for amendment affecting the existing dwelling and the airstrip, this Declaration may be amended or changed, in whole or in part, at any time by the written agreement or by signed ballots voting for such amendment, of the owners having not less than not less than two-thirds (2/3rds) of all of the votes (including Developer) of the Subdivision. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Owners of the Association, such amendment must be approved by said Owners within three hundred sixty-five (365) days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facia evidence of the date of execution of said amendment by such Owner. Copies of the written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date filing of the amendment or termination. Amendments specifically affecting the existing dwelling requires the above vote as well as the approval of the owner of the Existing Dwelling. Amendment affecting the airstrip requires the above vote and the agreement of seventy-five percent (75%) of the lot owners using the airstrip.

Section 10.03 Amendment by the Developer. The Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record so long as the Developer owns at least one Tract of land and

provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration.

Section 10.04 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partially unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 10.05 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 10.06 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 10.07 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

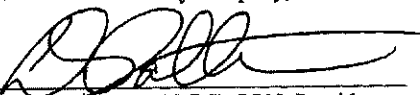
Section 10.08 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limit nor amplify the provisions of these Restrictions. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, Section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto which Exhibits are incorporated herein.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand of this _____ day of _____, 2005.

SA LAND PARTNERS, LLC, a Delaware limited liability company

by SOUTHERLAND/GLEN WOOD DEVELOPMENT, LTD.,
a Texas Limited Partnership

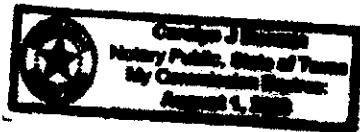
by CHARLES PATTERSON MANAGEMENT, LLC,
a Texas limited liability company, General Partner

By: 
CHARLES D. PATTERSON, President

THE STATE OF TEXAS
COUNTY OF HAYS

*
*

This instrument was acknowledged before me on this the 11th day of January, 2005, by CHARLES D. PATTERSON, President of CHARLES PATTERSON MANAGEMENT, LLC, a Texas limited liability company, as General Partner for SOUTHERLAND/GLEN WOOD DEVELOPMENT, LTD., a Texas limited partnership for SA LAND PARTNERS, LLC, a Delaware limited liability company, in the capacity therein stated, on behalf of said Company.



Carolyn J. Danca
NOTARY PUBLIC, STATE OF TEXAS
Notary's Name Printed:

My Commission Expires: _____

AFTER RECORDING RETURN TO:
BOB R. KIESLING, P.C.
P. O. Box 311686
New Braunfels, TX 78131-1686

PREPARED IN THE LAW OFFICE OF:
BOB R. KIESLING, P.C.
P. O. Box 311686
New Braunfels, TX 78131-1686

Filed this 11 day of Jan 2005
3:16 P M

KAREN NEWMAN
County Clerk, Blanco County, Texas
By [Signature] Deputy

Any provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal law
STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped herein by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

JAN 14 2005



Karen Newman
COUNTY CLERK
BLANCO COUNTY, TEXAS

050094

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ROAD EASEMENT FROM SA LAND PARTNERS, LLC TO THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION.

THE STATE OF TEXAS §

COUNTY OF BLANCO §

GRANTOR: SA LAND PARTNERS, LLC, a Delaware limited liability company, by SOUTHERLAND/GLEN WOOD DEVELOPMENT, LTD., a Texas limited partnership, acting herein by and through its duly authorized General Partner, CHARLES PATTERSON MANAGEMENT, LLC, a Texas limited liability company

GRANTOR'S ADDRESS: 9670 Ranch Road 12, Wimberley, Hays County, Texas 78676

GRANTEE: THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION

GRANTEE'S ADDRESS: 9670 Ranch Road 12, Wimberley, Hays County, Texas 78676

CONSIDERATION: TEN AND 00/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the Grantees herein named, the receipt of which is hereby acknowledged.

EASEMENT PROPERTY:

TRACT ONE
CROSSWIND DRIVE
THE LANDING
FIELD NOTE DESCRIPTION
OF A SURVEY OF
THE CENTERLINE OF A
60 FOOT WIDE ACCESS AND UTILITY EASEMENT
OUT OF THE
THOMAS CALLIHAN SURVEY NO. 6, A-94,
BLANCO COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF THE CENTERLINE OF A 60 FOOT
WIDE ACCESS AND UTILITY EASEMENT (CROSSWIND DRIVE), 30
FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE,

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BEING A PART OF THAT 1013.39 ACRE TRACT CONVEYED TO SA LAND PARTNERS, LLC BY TOM STACY AND WIFE, MELINDA STACY BY DEED DATED AUGUST 9, 2004, AND RECORDED IN VOLUME 303, PAGE 273, BLANCO COUNTY DEED RECORDS, BEING PART OF THE LANDING AT BLANCO SUBDIVISION, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at an iron stake with an aluminum cap marked "PRO-TECH ENG 2219" set on the East line of U.S. Highway No. 281, same being a West line of the said SA Land Partners 1013.39 acre tract for the WESTERN TERMINUS of the herein described centerline and from which an aluminum cap marked "PRO-TECH ENG 2219" found in the east line of U.S. Highway No. 281 and the southwest corner of the said SA Land Partners 1013.39 acre tract bears N39°17'33"E, 3124.57 feet, and from which a 5" steel pipe fence corner post found at the southeast corner of the said SA Land Partners 1013.39 acre tract bears N55°00'27"W, 10,842.35 feet;

THENCE, leaving the said U.S. Highway No. 281, with the said centerline, the following courses numbered (1) through (32):

- 1) S55°50'59"E, 358.19 feet to the arc of a curve to the left for the POINT OF CURVATURE;
- 2) 666.19 feet along the arc of the said curve to the left, having a radius of 1750.00 feet and a chord which bears S66°45'19"E, 662.17 feet to the POINT OF TANGENCY;
- 3) S77°51'32"E, 460.55 feet to the arc of a curve to the right for the POINT OF CURVATURE;
- 4) 165.28 feet along the arc of the said curve to the right and having a radius of 450.00 feet, and a chord which bears S67°20'14"E, 164.35 feet to the POINT OF TANGENCY;
- 5) S56°48'55"E, 104.42 feet to the arc of a curve to the left for the POINT OF CURVATURE;
- 6) 165.28 feet along the arc of the said curve to the left, having a radius of 175.00 feet, and a chord which bears S74°39'16"E, 107.22 feet to the POINT OF TANGENCY;

- 7) N87°30'24"E 84.64 feet to the arc of a curve to the right for the POINT OF CURVATURE;
- 8) 117.27 feet along the arc of the said curve to the right having a radius of 220.00 feet and a chord which bears S56°35'58"E 115.89 feet to the POINT OF TANGENCY;
- 9) S41°19'42"E, 219.84 feet to the arc of a curve to the left for the POINT OF CURVATURE;
- 10) 98.23 feet along the arc of the said curve to the left having a radius of 300.00 feet and a chord which bears S50°42'31"E, 97.79 feet to the POINT OF TANGENCY;
- 11) S60°05'21"E, 268.53 feet to the arc of a curve to the left for the POINT OF CURVATURE;
- 12) 55.69 feet along the arc of the said curve to the left, having a radius of 300.00 feet and a chord which bears S65°24'25"E, 55.61 feet to the POINT OF TANGENCY;
- 13) S70°43'29"E, 503.34 feet to the arc of a curve to the right for the POINT OF CURVATURE;
- 14) 246.42 feet along the arc of the said curve to the right having a radius of 300.00 feet and a chord which bears S47°11'36"E 239.55 feet to the POINT OF TANGENCY ;
- 15) S23°39'43"E, 234.82 feet to the arc of a curve to the left for the POINT OF CURVATURE;
- 16) at 133.31 feet passing the eastern terminus of LANDING LANE and continuing on in all 278.28 feet along the arc of the said curve to the left having a radius of 336.27 feet and a chord which bears S47°22'11"E, 270.41 feet to the POINT OF TANGENCY;
- 17) S71°04'39"E, 268.98 feet to the arc of a curve to the right for the POINT OF CURVATURE;
- 18) 103.14 feet along the arc of the said curve to the right having a radius of 485.24 feet and a chord which bears S64°59'17"E, 102.95 feet to the POINT OF TANGENCY;

19) S58°53'55"E, 83.23 feet to the arc of a curve to the left for the POINT OF CURVATURE;

20) 31.16 feet along the arc of the said curve to the left having a radius of 300.00 feet and a chord which bears S61°52'28"E, 31.15 feet to the POINT OF TANGENCY;

21) S64°51'02"E, 101.93 feet to the arc of a curve to the left for the POINT OF CURVATURE;

22) 206.93 feet along the arc of the said curve to the left having a radius of 426.00 feet and a chord which bears S78°45'58"E, 204.90 feet to the POINT OF REVERSE CURVE

23) at 195.09 feet passing the southern terminus of a centerline of a 60 foot wide access easement, at 295 feet passing the west line of a 100 foot electrical easement, and continuing on, in all, 368.19 feet along the said curve to the right having a radius of 349.17 feet and a chord which bears S62°28'23"E 351.37 feet to the POINT OF TANGENCY;

24) S32°15'52"E, at 50 feet passing the east line of the said 100 foot electrical easement and continuing on, in all, 286.04 feet to the arc of a curve to the left for the POINT OF CURVATURE;

25) 268.13 feet along the arc of the said curve to the left having a radius of 400.00 feet and a chord which bears N51°28'03"E, 263.14 feet to the POINT TANGENCY

26) S70°40'15"E 437.01 feet to the arc of a curve to the right for the POINT OF CURVATURE;

27) 314.70 feet along the arc of the said curve to the right having a radius of 394.55 feet and a chord which bears S47°49'16"E, 306.42 to the POINT OF TANGENCY;

28) S24°58'17"E, 133.87 feet to the arc of a curve to the left for the POINT OF CURVATURE;

29) 415.34 feet along the arc of the said curve to left having a radius of 300.00 feet and a chord which bears S64°38'01"E, 382.96 feet to the POINT OF TANGENCY;

30) N75°42'15"E, 369.97 feet to the arc of a curve to the right for the POINT OF CURVATURE;

31) 176.06 feet along the arc of the said curve to the right having a radius of 300.00 feet and a chord which bears S87°29'00"E, 173.55 feet to the POINT OF TANGENCY;

32) S70°40'15"E, 1393.27 feet to a iron stake with aluminum cap marked "PRO-TECH ENG 2219" set for the EASTERN TERMINUS of the herein described centerline, same being the intersection with the centerline of TAILWIND DRIVE and from which an iron stake in the east line of the aforementioned U.S. Highway No. 281, the southwest corner of the said SA Land Partners 1013.39 acre tract bears S82°12'16"E, 9,778.63 feet and from which a 5" steel pipe fence corner post at the southwest corner of the said SA Land Partners 1013.39 acre tract, bears N25°22'13"W, 2,737.20 feet, and being a 60 foot wide access and utility easement, containing 12.18 acres of land. Surveyed November 10, 2004.

TRACT TWO
LANDING LANE
THE LANDING AT BLANCO
FIELD NOTE DESCRIPTION
OF A SURVEY OF
THE CENTERLINE OF A
60 FOOT WIDE ACCESS AND UTILITY EASEMENT
OUT OF THE
THOMAS CALLIHAN SURVEY NO. 6, A-94,
BLANCO COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF THE CENTERLINE OF A 60 FOOT WIDE ACCESS AND UTILITY EASEMENT (LANDING LANE), 30 FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, BEING A PORTION OF THAT 1013.39 ACRE TRACT OF LAND CONVEYED TO SA LAND PARTNERS, LLC BY TOM STACY AND WIFE, MELINDA STACY BY DEED DATED AUGUST 9, 2004, AND RECORDED IN VOLUME 303, PAGE 273, BLANCO COUNTY DEED RECORDS, BEING PART OF THE LANDING AT BLANCO SUBDIVISION, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at an iron stake with an aluminum cap marked "PRO-TECH ENG 2219" set on the East line of U.S. Highway No. 281, same being a West line of the said SA Land Partners 1013.39 acre tract for the WESTERN TERMINUS of the herein described centerline and from which an aluminum cap marked "PRO-TECH ENG 2219" found in the east line of U.S. Highway No. 281 and the southwest corner of the said SA Land

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Partners 1013.39 acre tract bears N38°51'29"E, 1439.62 feet, and from which a 5" steel pipe fence corner post found at the southeast corner of the said SA Land Partners 1013.39 acre tract bears N63°42'14"W, 11,107.27 feet;

THENCE, leaving the said U.S. Highway No. 281, the following courses numbered (1) through (31):

- (1) S60°06'05"E, 272.63 feet to the arc of a curve to the left for the POINT OF CURVATURE;
- (2) 20.64 feet along the arc of the said curve to the left, having a radius of 400.00 feet and a chord which bears S61°34'47"E, 20.64 feet to the POINT OF TANGENCY;
- (3) S63°03'30"E, 542.30 feet to the arc of a curve to the right for the POINT OF CURVATURE;
- (4) 80.11 feet along the arc of the said curve to the right and having a radius of 400.00 feet, and a chord which bears S57°19'16"E, 79.97 feet to the POINT OF TANGENCY;
- (5) S51°35'02"E, 530.00 feet to the arc of a curve to the left for the POINT OF CURVATURE;
- (6) 47.51 feet along the arc of the said curve to the left, having a radius of 400.00 feet, and a chord which bears S54°59'12"E, 47.48 feet to the POINT OF TANGENCY;
- (7) S58°23'22"E, 433.71 feet to the arc of a curve to the left for the POINT OF TANGENCY;
- (8) 90.74 feet along the arc of the said curve to the left having a radius of 200.00 feet and a chord which bears S71°d23'13"E, 89.96 feet to the POINT OF REVERSE CURVE;
- (9) 60.99 feet along the arc of the said curve to the right having a radius of 200.00 feet and a chord which bears S75°38'52"E, 60.76 feet to the POINT OF TANGENCY;
- (10) S66°54'39"E, 123.77 feet to the arc of the curve to the right for the POINT OF CURVATURE;

- (11) 58.61 feet along the arc of the said curve to the right having a radius of 200.00 feet and a chord which bears S58°30'57"E, 58.40 feet to the POINT OF TANGENCY;
- (12) S50°07'15"E, 114.47 feet to the arc of a curve to the left for the POINT OF CURVATURE;
- (13) 126.04 feet along the arc of the said curve to the left having a radius of 300.00 feet and a chord which bears S62°09'26"E, 125.12 feet to the POINT OF TANGENCY;
- (14) S74°11'36"E, 136.25 feet to the arc of a curve to the right for the POINT OF CURVATURE;
- (15) 62.48 feet along the arc of the said curve to the right, having a radius of 300.00 feet and a chord which bears S68°13'38"E, 62.36 feet to the POINT OF TANGENCY;
- (16) S62°15'40"E, 222.08 feet to the arc of a curve to the left for the POINT OF CURVATURE;
- (17) 157.56 feet along the arc of the said curve to the left having a radius of 400.00 feet and a chord which bears S73°32'43"E, 156.54 feet to the POINT OF REVERSE CURVE ;
- (18) 129.97 feet along the arc of the said curve to the right having a radius of 175.00 feet and a chord which bears S63°33'12"E, 127.00 feet to the POINT OF REVERSE CURVE;
- (19) 138.30 feet along the arc of the said curve to the left having a radius of 400.00 feet and a chord which bears S52°10'57"E, 137.61 feet to the POINT OF TANGENCY;
- (20) S62°05'14"E, 370.43 feet to the arc of a curve to the right for the POINT OF CURVATURE;
- (21) 30.13 feet along the arc of the said curve to the right having a radius of 300.00 feet and a chord which bears S59°12'34"E, 30.12 feet to the POINT OF TANGENCY;
- (22) S56°19'55"E, 95.13 feet to the arc of a curve to the left for the POINT OF CURVATURE;

(23) 51.32 feet along the arc of the said curve to the left having a radius of 300.00 feet and a chord which bears S61°13'58"E, 51.26 feet to the POINT OF TANGENCY;

(24) S66°08'01"E, 293.06 feet to the arc of a curve to the left for the POINT OF CURVATURE;

(25) 178.68 feet along the arc of the said curve to the left having a radius of 160.00 feet and a chord which bears N81°52'26"E, 169.54 feet to the POINT OF TANGENCY;

(26) N49°52'54"E, 213.48 feet to the arc of a curve to the left for the POINT OF CURVATURE;

(27) 115.32 feet along the arc of the said curve to the left having a radius of 150.00 feet and a chord which bears N27°51'24"E, 112.50 feet to the POINT OF TANGENCY;

(28) N05°49'54"W, 539.97 feet;

(29) N00°12'54"W, 270.59 feet to the arc of a curve to the right for the POINT OF CURVATURE;

(30) 416.00 feet along the arc of the said curve to the right having a radius of 400.00 feet and a chord which bears N29°34'42"E, 397.50 feet to the POINT OF REVERSE CURVE;

(31) 117.23 feet along the arc of the said curve to the left having a radius of 426.50 feet and a chord which bears N51°29'52"E, 116.86 feet to a iron stake with aluminum cap marked "PRO-TECH ENG 2219" set for the EASTERN TERMINUS of the herein described centerline, same being the centerline of CROSSWIND DRIVE and from which an iron stake in the east line of the aforementioned U.S. Highway No. 281, the southwest corner of the said SA Land Partners 1013.39 acre tract bears N83°29'09"E, 5301.06 feet and from which a 5" steel pipe fence corner post at the southwest corner of the said SA Land Partners 1013.39 acre tract, bears N51°48'28"W, 7117.87 feet, and being a 60 foot wide access and utility easement, containing 8.32 acres of land. Surveyed November 10, 2004.

TRACT THREE
THE LANDING AT BLANCO
TAILWIND DRIVE
FIELD NOTE DESCRIPTION
OF A SURVEY OF
THE CENTERLINE OF A
60 FOOT WIDE ACCESS AND UTILITY EASEMENT
OUT OF THE
THOMAS CALLIHAN SURVEY NO. 6, A-94,
BLANCO COUNTY, TEXAS

FIELD NOTE DESCRIPTION OF THE CENTERLINE OF A 60 FOOT WIDE ACCESS AND UTILITY EASEMENT (TAILWIND DRIVE), 30 FEET ON EACH SIDE OF THE HEREIN DESCRIBED CENTERLINE, BEING A PORTION OF THAT 1013.39 ACRE TRACT CONVEYED TO SA LAND PARTNERS, LLC BY TOM STACY AND WIFE, MELINDA STACY BY DEED DATED AUGUST 9, 2004, AND RECORDED IN VOLUME 303, PAGE 273, BLANCO COUNTY DEED RECORDS, BEING PART OF THE LANDING AT BLANCO SUBDIVISION, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO WIT:

BEGINNING at an iron stake with an aluminum cap marked "PRO-TECH ENG 2219" set on the radius point of a 120 foot diameter cul-de-sac easement for the SOUTHERN TERMINUS of the herein described centerline and from which an aluminum cap marked "PRO-TECH ENG 2219" found in the east line of U.S. Highway No. 281 and the southwest corner of the said SA Land Partners 1013.39 acre tract bears S79°46'14"E, 9,525.59 feet, and from which a 5" steel pipe fence corner post found at the southeast corner of the said SA Land Partners 1013.39 acre tract bears N35°11'53"W, 2,579.57 feet;

THENCE, leaving the said cul-de-sac, with the said centerline, the following courses numbered (1) through (7):

(1) N60°56'19"E, 32.26 feet to the arc of a curve to the left for the POINT OF CURVATURE;

(2) 429.14 feet along the arc of the said curve to the left, having a radius of 590.92 feet and a chord which bears N40°08'02"E, 419.77 feet to the POINT OF TANGENCY;

(3) N19°19'45"E, at 26.56 feet passing the Eastern Terminus of CROSSWIND DRIVE, a 60 foot wide access and utility easement and

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continuing on, in all 2,012.94 feet to the arc of a curve to the left for the POINT OF CURVATURE;

(4) 203.14 feet along the arc of the said curve to the left and having a radius of 500.00 feet, and a chord which bears N07°41'25"E, 201.74 feet to the POINT OF TANGENCY;

(5) N03°56'54"W, 110.33 feet to the arc of a curve to the right for the POINT OF CURVATURE;

(6) 203.14 feet along the arc of the said curve to the left, having a radius of 500.00 feet, and a chord which bears N07°41'25"E, 201.74 feet to the POINT OF TANGENCY;

(7) N19°19'45"E 1140.17 feet to a iron stake with aluminum cap marked "PRO-TECH ENG 2219" set in fence for the NORTHERN TERMINUS of the herein described centerline, same being a north line of the said SA Land Partners 1013.39 acre tract and a south line of that 797.247 acre tract conveyed to Glenn H. Kothmann by R. Burnell Bennett and wife, Nesbitt Bennett by deed dated October 16, 1978, and recorded in Volume 97, Page 492, Blanco County Deed Records and from which a 5" steel fence corner post found in the south line of the said Bennett 797.247 tract, a Northwest corner of the said SA Land Partners 1013.39 acre tract bears S70°08'49"E, 857.73 feet, and being a 60 foot wide access and utility easement, containing 5.78 acres of land. Surveyed November 10, 2004.

EASEMENT PURPOSE: A nonexclusive easement for the free and uninterrupted use, liberty, and privilege of passing in and along the above described Property by foot, livestock, animals and/or vehicle, as by Grantee and Grantee's assigns shall be necessary or convenient at all times and seasons forever, in, along, upon or out of the Property, in common with Grantor, Grantor's grantees, and Grantor's successors and assigns.

EXCEPTIONS TO WARRANTY: This conveyance is made and accepted subject to taxes for the current year and all restrictions, covenants, conditions, easements, reservations and other instruments that affect the property and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities that affect the property.

GRANT OF EASEMENT: Grantor, for the consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells and conveys to Grantee and Grantee's heirs, successors and assigns the Easement Property for the Easement Purpose together with all and singular the rights and appurtenances thereto

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to have and to hold the Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's grantees and Grantor's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty.

TERMS AND CONDITIONS: The following terms and conditions apply to the Easement granted by this Agreement:

1. **Character of Easement.** This easement is nonexclusive, irrevocable and in common with Grantor, Grantor's grantees and Grantor's successors and assigns.
2. **Duration of Easement.** The duration of the Easement is perpetual.
3. **Reservation of Rights.** Grantor reserves for Grantor, Grantor's Grantees and Grantor's successors and assigns the right to continue to use and enjoy the surface of the Easement Property for all purposes, including but not limited to ingress and egress, that do not interfere with or interrupt the use or enjoyment of the Easement for all Easement purposes. Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the Easement in common with Grantee and the right to convey to others the right to use all or part of the Easement in common with Grantee, so long as such conveyance does not unreasonably interfere with Grantee's use of the Easement Property.
4. **Improvement and Maintenance of Easement Property.** Grantor shall improve the Easement Property by constructing a road across such Easement Property. The road design and surface shall be fully determined by Grantor. Once constructed, the Easement Property shall be maintained by Grantee.
5. **Equitable Rights of Enforcement.** This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. **Attorney's Fee.** If any party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
7. **Binding Effects.** This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
8. **Choice of Law.** This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

EXECUTED on the 11th day of January, 2005.

SA LAND PARTNERS, LLC, a Delaware limited liability company

by SOUTHERLAND/GLEN WOOD DEVELOPMENT, LTD., a Texas Limited Partnership

by CHARLES PATTERSON MANAGEMENT, LLC, a Texas limited liability company, General Partner

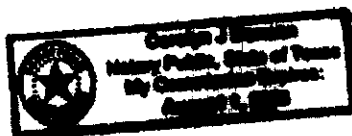
By: [Signature]
CHARLES PATTERSON, ~~Vice~~ President
Charles

THE STATE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on this the 11th day of January, 2005, by CHARLES PATTERSON, ~~Vice~~ President of CHARLES PATTERSON MANAGEMENT, LLC, a Texas limited liability company, as General Partner for SOUTHERLAND/GLEN WOOD DEVELOPMENT, LTD., a Texas limited partnership on for SA LAND PARTNERS, LLC, a Delaware limited liability company, in the capacity therein stated, on behalf of said Company.

Carolyn J. Duncan
NOTARY PUBLIC, STATE OF TEXAS
Notary's Name Printed:

My Commission Expires: _____



VOL 0311 PAGE 965

AFTER RECORDING RETURN TO:
BOB R. KIESLING, P.C.
P. O. Box 311686
New Braunfels, TX 78131-1686

PREPARED IN THE LAW OFFICE OF:
BOB R. KIESLING, P.C.
P. O. Box 311686
New Braunfels, TX 78131-1686

Filed this 11 day of Jan, 2005
3:18 P M

KAREN NEWMAN
County Clerk, Blanco County, Texas
By Karen Newman Deputy

Any provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal law
STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped herein by me and was duly RECORDED in Official Public Records of Real Property of Blanco County, Texas on

JAN 14 2005



Karen Newman
COUNTY CLERK
BLANCO COUNTY, TEXAS

VOL 0311 PAGE 966

062154

MANAGEMENT CERTIFICATE FOR
THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION

1. The name of the Subdivision is THE LANDING AT BLANCO.
2. The name of the Association is THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION.
3. The plat of THE LANDING AT BLANCO is recorded in Volume 2, Pages 44-47, of the Map and Plat Records of Blanco County, Texas.
4. The Restrictions for THE LANDING AT BLANCO are recorded in Volume 0311, Page 932, Official Public Records, Blanco County, Texas.
5. The address for THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION is _____. The person managing the Association is _____. His address is _____.

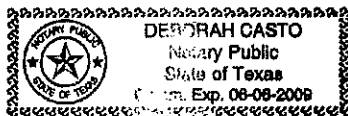
THE LANDING AT BLANCO
PROPERTY OWNERS ASSOC.
3238 US HWY 281 N BOX 1
BLANCO, TX 78605

THE LANDING AT BLANCO
PROPERTY OWNERS ASSOCIATION

By: William A. Brooks
Printed Name: William A. Brooks
Title: V.P. Land: D.O.A.

STATE OF TEXAS
COUNTY OF Blanco

This instrument was acknowledged before me on this the 10 day of May, 2006, by Ken Brooks, of THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION, in the capacity therein stated, on behalf of said Corporation.



Deborah Casto
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:
BOB R. KIESLING, P.C.
P.O. Box 311686
New Braunfels, Texas 78131-1686

PREPARED IN THE LAW OFFICE OF:
BOB R. KIESLING, P.C.
P.O. Box 311686
New Braunfels, Texas 78131-1686

Filed this 31 day of May 2006
10:11 A.M.

KAREN NEWMAN
County Clerk, Blanco County, Texas
By Quinn M. Hall Deputy

VOL 0343 PAGE 100

Any provisions herein which restricts the sale, rental or use of the described property because of color of race or ethnicity are hereby rejected under Federal law
STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped herein by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

JUN 06 2006



Karen Newman
COUNTY CLERK
BLANCO COUNTY, TEXAS

102552

URD - Corporations
(Acreage)UTILITY EASEMENT
(Underground)

Virtual Grid/Facet No.:

Work Order No.:

Property Owner Name:
(or Subdivision Name if for Subdivision)

THE STATE OF TEXAS

COUNTY OF Blanco§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That The Landing Property Owners Association, by
(Company Name)and through Judy DAVOUST, in the capacity of President of POA, and
(Printed Name) (Title)

not individually, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of ONE DOLLAR (\$1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an easement and right-of-way as herein described for the purpose of an underground electric distribution system consisting of a variable number of underground cables and all necessary or desirable appurtenances (including conduits, primary cables, secondary conductors, enclosures, concrete pads, ground rods, ground clamps, transformers, cable terminators, cable riser shields, cutouts, and lightning arrestors overground) at or near the general course which shall become fixed at the location of cables buried by Pedernales Electric Cooperative, Inc., through, across, and under the following described lands located in Blanco County, Texas, to wit:

Being 30 acres of land, more or less, out of the Thomas Celliker Survey,Abstract No. , in Blanco County, Texas, as described on instrument (Deed)recorded in Volume/Document No. 2, Page 44-48 in the Official PropertyRecords of Blanco County, Texas.

Location of right-of-way and easement hereby conveyed shall be limited to a strip of land twenty (20) feet in width, being ten (10) feet on each side of the centerline of the facilities as built, with guying easements as needed, or as indicated on Exhibit "A", attached hereto and incorporated herein for all pertinent purposes.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, operating, maintaining and removing said cables and appurtenances; the right to place new or additional cable or cables in said system and to change the sizes thereof; the right to relocate along the same general direction of said system; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency and maintenance of said system or their appurtenances; and the right to place temporary structures for use in constructing or repairing said system.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said easement and rights shall be relinquished by the Cooperative.

Grantor, Grantor's heirs and legal representatives bind themselves to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this 3rd day of May, 20 10.

Filed this 01st day of Sept., 20 10
9:43 AM

KAREN NEWMAN
County Clerk, Blanco County, Texas
By Juan M. Walla, Deputy

Landing POA
(Printed Corporate or Business Name)

By: Judy DAVOUST, Pres.
(Printed General Partner or Manager Name)

Judy Davoust
(Signature)

(NOTARIZE ON BACK)

THE STATE OF TEXAS

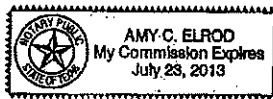
COUNTY OF Blanco

BEFORE ME, the undersigned authority, on this day personally appeared

Judy DAVOUST, acting on behalf of Landing POA
(Printed Name) (Printed Corporate or Business Name)

and known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same on behalf of said Business or Corporation for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of May, 20 10.



Amy C. Elrod
Notary Public in and for
The State of Texas

Please Return to:

STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in the Number Sequence on the
date and the time stamped hereon by me and was duly RECORDED in Official
Public records of Real Property of Blanco County, Texas on

SEP 01 2010



Karen Neuman
COUNTY CLERK
BLANCO COUNTY, TEXAS

062154

MANAGEMENT CERTIFICATE FOR
THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION

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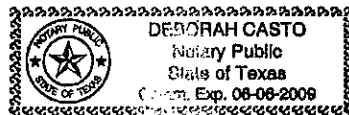
THE LANDING AT BLANCO
PROPERTY OWNERS ASSOC.
3238 US HWY 281 N BOX 1
BLANCO, TX 78606

THE LANDING AT BLANCO
PROPERTY OWNERS ASSOCIATION

By: [Signature]
Printed Name: William A. Brooksback III
Title: V.P. Landing P.O.A.

STATE OF TEXAS *
COUNTY OF Blanco *

This instrument was acknowledged before me on this the 10 day of May, 2006, by Ken Brooksback, _____ of THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION, in the capacity therein stated, on behalf of said Corporation.



Deborah Casto
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:
BOB R. KIESLING, P.C.
P.O. Box 311686
New Braunfels, Texas 78131-1686

PREPARED IN THE LAW OFFICE OF:
BOB R. KIESLING, P.C.
P.O. Box 311686
New Braunfels, Texas 78131-1686

Filed this 31 day of May 2006
10:11 A.M.

KAREN NEWMAN
County Clerk, Blanco County, Texas
By [Signature] Deputy

VOL 0343 PAGE 100

Any provisions herein which restrict the sale, rental or use of the described property because of color or race are hereby declared unenforceable under Federal law
STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the date and the time stamped hereon by me and was duly RECORDED in Official Public records of Real Property of Blanco County, Texas on

JUN 06 2006

