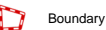
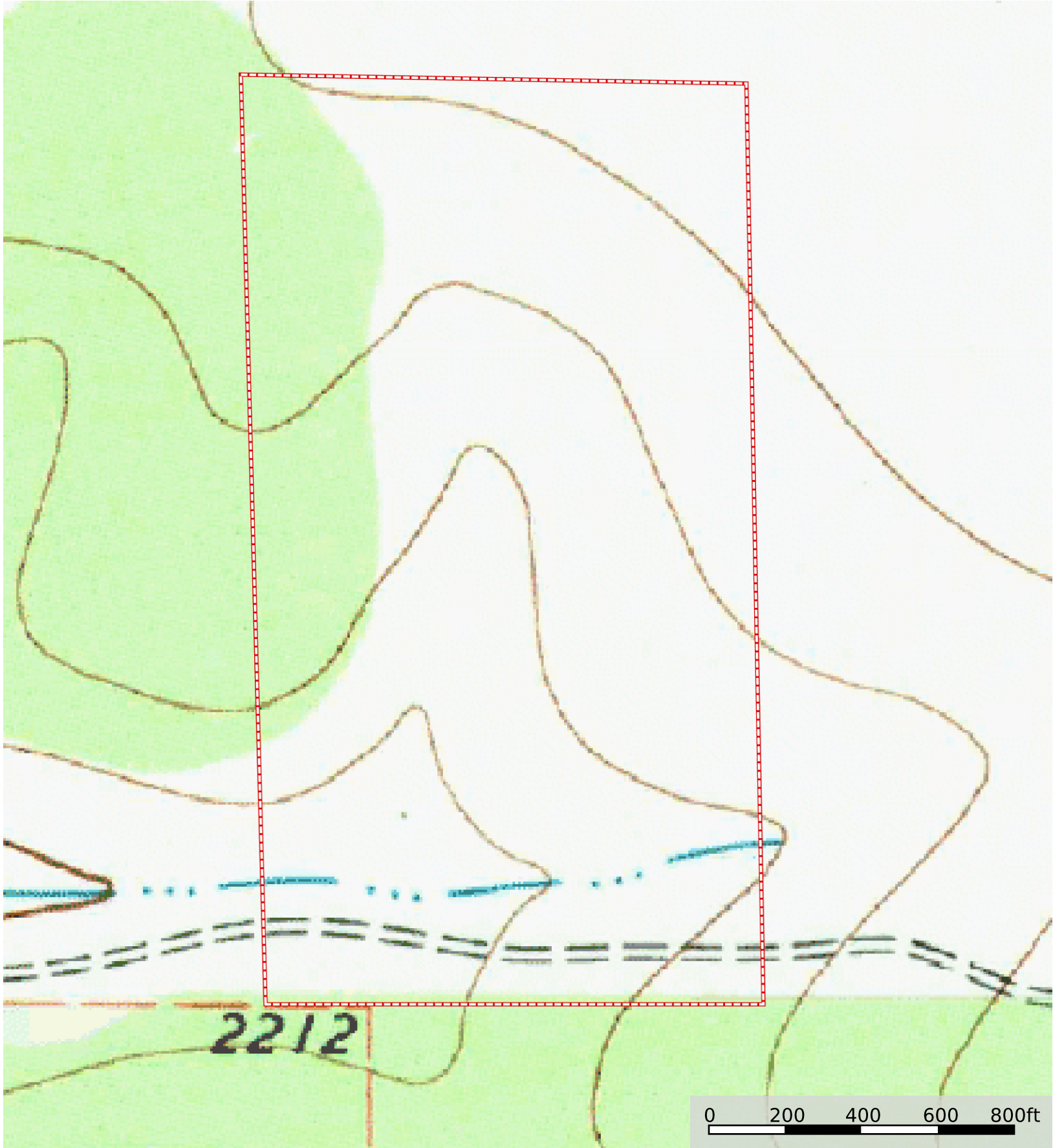
 Boundary



Boundary

INDEXED

OAK RIDGE RANCH

36502

RESTRICTIONS AND COVENANTS

Covenants hereby made by the Developer, McJunkin Family Trust, (Developer), to-wit:

1. **TERM AND ENFORCEMENT OF COVENANTS:** That these covenants are to run with the land and shall be binding on the Purchaser and all persons claiming under him until January 1, 2015 at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the then owners of the majority of the land in the Ranch, it is agreed to change said covenants in whole or part. Purchaser agrees that Seller may file these restrictions and covenants against the property in the Real Property Records in Kimble County, Texas at any time. These covenants shall be enforceable by any Property Owner within Oak Ridge Ranch or by Seller his heirs and/or assigns.
2. **SUBDIVIDING:** No tract may be further subdivided without the express written permission of Developer. This restriction shall in no way prevent the Texas Veteran's Land Board (TVLB) from deeding a tract to a veteran for the purpose of a homesite.
3. **USE OF PROPERTY:** The Property may be used for personal hunting and residential purposes, but not for any commercial purposes. The Property herein shall not be used for any commercial hunting, nor business purposes, nor for any manufacturing purposes.
4. **LIVESTOCK GRAZING LEASE:** There exists a Livestock Grazing Lease on this property which is recorded in Volume ____ Page ____ of the Real Property Records of Kimble County, Texas. Under the terms and conditions of the Grazing Lease, Purchaser will continue to be obligated and bound under the Grazing Lease, provided however, that Purchaser at any time will have the right to cancel the Grazing Lease on part or all of his property by constructing fencing that meets Natural Resource Conservation Service standards and specifications for fencing in Kimble County and then giving Lessee thirty (30) days advance written notice that Purchaser wishes to withdraw his property from the Grazing Lease.
5. **ROLL BACK PROPERTY TAXES:** Purchaser hereby acknowledges that if Purchaser cancels the Grazing Lease on his property or changes the use of his property and if "roll back" taxes are assessed for the current year or any year prior to date Seller transfers title, Purchaser shall be liable for and pay any and all "roll back" taxes assessed.
6. **SET BACK REQUIREMENTS:** That no structure of any kind (including hunting blinds) shall be permitted within 300 feet of any roadway easement, or within 200 feet of any property line. Purchaser understands that the property that he has purchased fronts on a private road, the property line is the center of the road and there is a thirty foot (30') roadway easement retained across the front of his property for the use of Seller and other parties that may need to use the road for access to other property in the ranch or neighboring ranches.
7. **UTILITY EASEMENTS:** A ten (10) foot wide utility and/or water line easement is hereby reserved along the side and rear lot lines of each tract and a thirty (30) foot wide utility and/or waterline easement is hereby reserved along the front of each tract.
8. **RESIDENCES AND IMPROVEMENTS:** Not more than one residence shall be permitted on any tract. No communal residences shall be permitted. All improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted and otherwise maintained by the Property Owner.
9. **SEWAGE DISPOSAL SYSTEM:** That any sewage disposal system constructed shall be built in full compliance with regulations and specifications of any and all governmental units having jurisdiction in such matters.

10. **ROAD MAINTENANCE:** That since road improvement and maintenance in the development is of importance to all Property Owners, Purchaser hereby authorizes Seller to improve and maintain such roads for the common good and to charge each Property Owner a fee of \$3.00 per acre per year which Purchaser shall pay annually no later than the 30th day of January of each year. This fee may be increased by a two-thirds (2/3) vote of the Property Owners following the formation of a Property Owner's Association. Such charge shall not be assessed against Property Owners whose property fronts exclusively along the county maintained road and such charge shall not be assessed against Seller. Such charge shall not exceed \$400.00 per tract per year. Seller is authorized but not obligated to collect this road maintenance charge or maintain said roads. Such charge shall be made by direct billing to the Property Owner and Purchaser hereby authorizes Seller, at Seller's option, to deduct such charge from payments made by Purchaser, and any such charge so deducted will not be credited to the payment on the balance due on the purchase price, principal or interest. It is understood and agreed that this road maintenance charge (if not paid within 60 days of billing date) shall become a lien against the tract being conveyed, permitting Seller such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended time to time.

11. **RUBBISH AND DEBRIS:** That no disposal of any kind shall be allowed that would pollute any stream or body of water or which would be unsightly, offensive, or otherwise adversely affect the natural beauty and value of the property. That no automobile, truck, trailer, or other vehicle shall be abandoned on any tract, nor shall there be any dumping or placing of unsightly objects of any kind on any tract.

12. **NOXIOUS OR OFFENSIVE ACTIVITY:** No noxious or offensive activity, including loud music, shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to any adjoining tract. No tract shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Texas, the County of Kimble, if applicable, or any other governmental agency having jurisdiction thereof.

13. **SWINE:** That no swine shall be permitted.

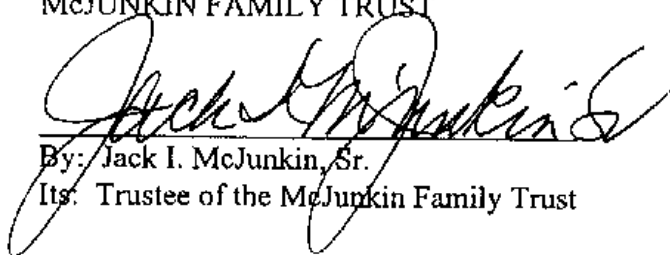
14. **PROPERTY OWNERS ASSOCIATION:** That at such time as Seller may determine at his sole discretion, the Seller shall have the authority but not the obligation to notify each Property Owner of the time, date, and a place of a meeting of all Property Owners to be held for the purpose of organizing a Property Owner's Association. A majority of the votes of the Property Owners in attendance at such meetings or by written proxy shall be sufficient to transact business at such meeting. Each Property Owner, including Seller, attending or represented by written proxy at such meetings shall have one vote for each tract owned by such Owner on all business to come before the meeting. Upon the creation and organization of such organization, as non-profit corporation, or otherwise, Seller shall transfer and assign to the Association the current balance of the road improvement and maintenance fund, if any. Thereafter such Association shall have the power, authority and obligation to maintain the roadways of the development and collect the road maintenance assessment. All such assessments upon any tract in the development shall become the personal obligation of the Owners of such tract and such association is hereby granted a lien upon each lot to secure the payments of such assessments, permitting said Association such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended time to time.

15. **NO DEVIATION PERMITTED:** No deviation of any kind shall be permitted from these restrictions unless permission is granted in writing by the Seller.

OAK RIDGE RANCH
RESTRICTIONS AND COVENANTS
PAGE 3.

Witness our hand this the 4th day of September 2002.

McJUNKIN FAMILY TRUST

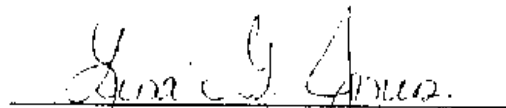

By: Jack I. McJunkin, Sr.
Its: Trustee of the McJunkin Family Trust

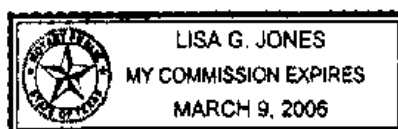
THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME the undersigned authority, on this day personally appeared Jack I. McJunkin, Sr. 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 this the 4th day of September, 2002.


Notary Public in and for
DALLAS County, Texas



After Recording
Return to:
McJunkin Family Trust
P.O. Box 1991
San Angelo, Tx 76902

FILED FOR RECORD

09-09-02P02:55 FILE

ELAINE CARPENTER

COUNTY CLERK, KIMBLE COUNTY, TEXAS.

BY 
RAYDEE TORRES, DEPUTY
NIGOLE NEWBURN, DEPUTY

STATE OF TEXAS
COUNTY OF KIMBLE

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




County Clerk, Kimble County, Texas

VOL. _____ PAGE _____

RECORDED _____

36502

INDEX

39147

AMENDED RESTRICTIONS AND COVENANTS AFFECTING
TRACTS NOS. 18, 3, 4, 68, 7, 8, 13, 14, 15, 16, 178, 188, 198,
208, and 218 OF OAK RIDGE RANCH SUBDIVISION

WHEREAS, NORTHEAST ENTERPRISE, LTD. ("Northeast"), a Texas limited partnership, is the owner of Tracts Nos. 18, 3, 4, 68, 7, 8, 13, 14, 15, 16, 178, 188, 198, 208, and 218 of Oak Ridge Subdivision, in Kimble County, Texas, (the "Property"), the plat of which subdivision is filed of record in Volume 1, Page 12-64, Plat Records of Kimble County, Texas, and the west part of which subdivision was replatted, the plat of which is filed of record in Volume 2, Pages 3-4, Plat Records of Kimble County, Texas;

AND WHEREAS, the previous Developer and Owner of said Tracts imposed certain restrictions and covenants upon the lands in said subdivision, which restrictions and covenants are entitled the Oak Ridge Ranch Restrictions And Covenants and are of record in Volume 154, Page 133, Deed Records of Kimble County, Texas;

AND WHEREAS, when the Property was sold to the undersigned, the previous Developer and Owner transferred to the undersigned all of its rights as Developer and Owner under the Oak Ridge Ranch Restrictions And Covenants of record in Volume 154, Page 133, Deed Records of Kimble County, Texas, which Transfer is of record in Volume 184, Page 163, Deed Records of Kimble County, Texas;

AND WHEREAS, the undersigned desires to amend certain of the restrictions and covenants and add additional restrictions and covenants as they apply to Tracts Nos. 18, 3, 4, 68, 7, 8, 13, 14, 15, 16, 178, 188, 198, 208, and 218;

NOW, THEREFORE, the undersigned hereby declares that Tracts Nos. 18, 3, 4, 68, 7, 8, 13, 14, 15, 16, 178, 188, 198, 208, and 218 shall be held, sold and conveyed subject to the Oak Ridge Ranch Restrictions And Covenants of record in Volume 154, Page 133, Deed Records of Kimble County, Texas, amended and added as follows:

Paragraph 2 "SUBDIVIDING" is deleted and the following substituted therefor:

2. **SUBDIVISION:** No tract may be further subdivided if the resulting tracts would be less than 75 acres each without first obtaining the express written permission of all of the property owners in the subdivision.

Paragraph 1 "RESIDENCES AND IMPROVEMENTS" is deleted and the following substituted therefor:

1. **RESIDENCES AND IMPROVEMENTS:**

(a) Not more than one single family residence and one guest house shall be permitted on any tract. No seasonal residences shall be permitted. All improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted and otherwise maintained by the Property owner.

(b) All permanent residences shall be a minimum of 800 square feet. All residences and other structures constructed or erected shall be of new construction, and in no event shall any previously used residences or garages be moved on to any of the Property. No residence shall be constructed on any of the Property without first complying with the requirements set forth herein in Paragraphs 5 and 18.

(c) Any construction commenced on any of the Property must be completed within two and one-half years of the time construction is initiated.

(d) No mobile home or other type of portable structure shall be used on any portion of the Property as a residence, guest house or for any other purposes; provided, however, that one prefabricated storage building not to exceed 14' X 18' may be used for storage purposes on the Property and hunting blinds shall be permitted for hunting purposes.

(e) Motor homes, camping trailers and campers may be used on the Property as a temporary hunting lodge. Additionally, any temporary hunting lodge must be placed on the Property a distance greater than 100 feet from the main roadway easement and at least 500 feet away from every Property line and must be well screened

behind hills or trees to substantially eliminate visibility from the main roadway.

Paragraph 10 "ROAD MAINTENANCE" is deleted and the following substituted therefor:

10. ROAD MAINTENANCE: That since road improvement and maintenance in the development is of importance to all Property Owners, Purchaser hereby authorizes Northpoint Investments, Ltd., ("Northpoint"), to improve and maintain such roads for the common good and to charge each Property Owner a fee of \$1.00 per acre per year which Purchaser shall pay annually no later than the 30th day of January of each year. This fee may be increased by a two-thirds (2/3) vote of the Property Owners following the formation of a Property Owner's Association. Such charge shall also be assessed against Property Owners whose property fronts exclusively along the newly maintained road. Such charge shall not be assessed against Northpoint. Northpoint is authorized but not obligated to collect this road maintenance charge or maintain said roads. Such charge shall be made by direct billing to the Property Owner and Purchaser hereby authorizes Northpoint, at Northpoint's option, to deduct such charge from payments made by Purchaser, and any such charge so deducted will not be credited to the payment on the balance due on the purchase price, principal or interest. It is understood and agreed that this road maintenance charge (if not paid within 10 days of billing date) shall become a lien against the tract conveyed, permitting Northpoint, or the hereinafter described Property Owners Association, such rights to enforce said liens as may be set forth in Sec. 51.003 of the Texas Property Code, as amended time to time.

Paragraph 14 "PROPERTY OWNERS ASSOCIATION" is deleted and the following substituted therefor:

14. PROPERTY OWNERS ASSOCIATION: That at such time as Northpoint may determine at its sole discretion, Northpoint shall have the authority but not the obligation to notify each Property Owner of the time, date and place of a meeting of all Property Owners to be held for the purpose of organizing a Property Owner's Association. A majority of the votes of the Property Owners in attendance at such meetings or by written proxy shall be sufficient to transact business at such meeting. Each Property Owner, including Northpoint, attending or represented by written proxy at such meetings shall have one vote for each tract owned by such Owner on all business to come before the meeting. Upon the creation and organization of such organization, as a non-profit corporation, or otherwise, Northpoint shall transfer and assign to the Association the current balance of the road improvement and maintenance fund, if any. Thereafter such Association shall have the power, authority and obligation to maintain the roadways of the development and collect the road maintenance assessment. All such assessments upon any tract in the development shall become the personal obligation of the Owners of such tract and such association is hereby granted a lien upon such lot to secure the payment of such assessments, permitting said Association such rights to enforce said liens as may be set forth in Sec. 51.003 of the Texas Property Code, as amended time to time.

Paragraph 15 "NO DEVIATION PERMITTED" is deleted and the following substituted therefor:

15. NO DEVIATION PERMITTED: Except for deviations permitted by the Architectural Control Committee as set forth hereinafter in Paragraph 16, no deviation of any kind shall be permitted from these restrictions unless permission is granted in writing by Northpoint.

An additional Paragraph 16 "ARCHITECTURAL CONTROL COMMITTEE" shall be added to the restrictions and covenants as follows:

16. ARCHITECTURAL CONTROL COMMITTEE: No permanent residence shall be erected, placed or altered on the Property until the Owner or builder has made application to the Architectural Control Committee for approval and has submitted construction plans, drawings and specifications and a site plan showing the location of the structure or improvements, and such plans have been approved by the said Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and final grade elevations.

Until such time as a Property Owner's Association is organized, the Architectural Control Committee shall be composed of David Mahmood, or his designee, and Charles J. Whelan, Jr., or his designee. Once a Property Owner's Association has been organized, the Architectural Control Committee shall be composed of three (3) members whose names are David Mahmood, or his designee, Charles J. Whelan, Jr., or his designee, and one other member of the Association as elected by majority vote of the Owners. Any subsequent vacancies in the Architectural Control Committee shall be filled by members of the Association elected by the Owners by a majority vote of the Owners voting. Any Committee member elected by the Association shall be required to have a permanent residence already built on the Property. Two out of three votes shall prevail on any issue or subject requiring a decision of the Committee. The Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the Property Owner's Association shall have full authority to designate a successor. Neither the members of the Committee nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The herein granted powers and duties of the Architectural Control Committee shall cease and terminate twenty (20) years after the date of this instrument, and the approval required by this paragraph shall not be required unless prior to said date

and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same power and duties granted herein to the Architectural Control Committee.

The Committee's approval or disapproval as required herein, shall be in writing and the specified plans shall be signed and dated and a copy of same kept with the records of Northpoint or the Association. If the Committee, or its designated representatives, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, the proposed plans shall be considered approved and the related covenants shall be deemed to have been fully satisfied.

The Architectural Control Committee, at its sole discretion, is hereby permitted to approve deviations in building area, construction, and location in instances where, in its judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become a part of these restrictions.

EXECUTED this 29 day of November, 1984.

Owner of Tracts Nos. 1K,
3, 4, 6K, 7, 8, 13, 14,
15, 16, 17K, 18K, 19K, 20K,
and 21K

NORTHPOINT INVESTORS, LTD,
a Texas Limited Partnership

By its General Partner,
NORTHPOINT INVESTORS GP, LLC

By: Charles J. Whelan, Jr.
CHARLES J. WHELAN, JR., Manager

By: David W. Whelan
DAVID WHELAN, Manager

THE STATE OF TEXAS §
THE COUNTY OF BERN §

This Instrument was acknowledged before me on the 24
day of November, 2004, by CHARLES S. WHELAN, JR., Manager of
NORTHPOINT INVESTORS OP, LLC, in turn the General Partner of
NORTHPOINT INVESTORS, LTD., on behalf of said Company and
Partnership.



David H. Green
Notary Public, State of Texas

THE STATE OF TEXAS §
THE COUNTY OF BERN §

This Instrument was acknowledged before me on the 24
day of November, 2004, by DAVID WERNERD, Manager of
NORTHPOINT INVESTORS OP, LLC, in turn the General Partner of
NORTHPOINT INVESTORS, LTD., on behalf of said Company and
Partnership.



David H. Green
Notary Public, State of Texas

After Recording
Return To:

Leticia Sanders
526 Larkwood Dr.
San Antonio, Tx
78209

FILED FOR RECORD
12-01-04PM4:20 FILE
HAYDIE TORRES
COUNTY CLERK, BERN COUNTY, TEXAS

Leticia Sanders
COUNTY CLERK, BERN COUNTY, TEXAS

STATE OF TEXAS 39147
COUNTY OF BERN
I hereby certify that this instrument was FILED FOR
RECORD on the date and at the time indicated herein
by me and was duly RECORDED in the Volume and
Page of the
Records of Bern County, Texas.



Haydee Torres
Notary Public, State of Texas
VOL. PAGE
RECORDED