



70 2009 00001079

Edwards County  
Sherri Gaither  
County Clerk  
Rocksprings, Tx 78880

Inst	Bk	Vol	Pg
2009-1079	OR	283	81

Instrument Number: 2009-1079

As

Recorded On: November 23, 2009

Recording Fee

Parties: HIGH COUNTRY MAILTRAIL VALLEY RANCH LLC

Billable Pages: 17

To MAILTRAIL VALLEY RANCH LANDOWNERS AND WILD

Number of Pages: 17

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Recording Fee	80.00
Total Recording:	80.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2009-1079

Receipt Number: 27779

Recorded Date/Time: November 23, 2009 11:23:44A

Book-Vol/Pg: BK-OR VL-283 PG-81

User / Station: O Reyes - Cash/Scan Station

**Record and Return To:**

ROCKSPRINGS ABSTRACT & TITLE

P. O. BOX 1004

ROCKSPRINGS TX 78880



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the  
Official Public Records of Edwards County, Texas.

*Sherri Gaither*

Sherri Gaither, County Clerk  
Edwards County, Texas

# Declarations

Imposing Protective Covenants, Conditions and Restrictions  
and  
Creating a Subdivision Landowners' & Wildlife Management Association  
for

## **Mailtrail Valley Ranch**

Tracts \_\_\_\_\_

(and any future phases of development)

A Subdivision in Edwards County, Texas  
\_\_\_\_\_

THE STATE OF TEXAS  
COUNTY OF EDWARDS

§  
§

Know All Persons By These Presents:

WHEREAS, **HIGH COUNTRY - MAILTRAIL VALLEY RANCH, LLC**, a Texas Limited Liability Company, acting by and through its duly authorized Sole Member, **WILLIAM C. COCKE, SR.**, whose mailing address is 101 Cedar - Ste E, Portland, San Patricio County, 78374, hereinafter referred to as "Declarant", is the legal and equitable owner and holder of all that certain tract or parcel of real property situated in Edwards County, Texas, all of which is hereinafter sometimes collectively referred to as the "property", "subdivision" or "**Mailtrail Valley Ranch**", and which is more fully described as follows:

**Mailtrail Valley Ranch - Tract(s)** \_\_\_\_\_,  
a Subdivision situated southwest of Rocksprings, in Edwards County, Texas, consisting of \_\_\_\_\_ acres, more or less, and being more particularly described on the Final Plat of said subdivision recorded in Vol. 3, pg 90 of the Plat Records of Edwards County, Texas, which description is incorporated herein fully by reference for all purposes.

**Easement:** **Mailtrail Valley Ranch**, as hereinabove described, includes one or more non-exclusive sixty-foot (60') road easements over, on and across said subdivision as described on the recorded plat of the subdivision.

AND WHEREAS, the Declarant hereby dedicates, and will convey, all of the property subject to certain protective covenants, conditions and restrictions, as hereinafter set forth, establishing the **MAILTRAIL VALLEY RANCH LANDOWNERS' & WILDLIFE MANAGEMENT ASSOCIATION** (sometimes referred to herein as the "Landowners Association" or "Association") and ultimately wishes to submit the subject property to the supervision and control of said association for the following purposes:

- (1) **Water Wells:** Supervising, controlling, constructing and maintaining the water wells and associated water supply equipment, facilities and distribution system located or to be located on the property for the benefit of the Owners, and including such other water wells and associated water

supply equipment and facilities which may hereafter be established, dedicated or otherwise created by Declarant by amendment to this Declaration or by the terms and conditions contained in any deed given by Declarant covering the property or any portion thereof or any other method provided by law.

- (2) **Easement Roads:** Supervising, controlling, constructing and maintaining the Easement, roads and rights of way presently in existence or to be built or placed in the future, as the case may be, in, upon, across and along the sixty (60) foot wide ingress, egress and regress passageway or roadway easements for the non-exclusive, free and uninterrupted use, liberty, privilege and easement of passing by the Owners of the property, their tenants, guests and invitees.
- (3) **Wildlife Management:** Assisting participating members in the preparation, administration and execution of a general wildlife management plan for all of the property, as well as for individual tracts within the property for the benefit of individual members and the Association's general plan.
- (4) **Other Purposes:** Developing, adopting and executing such plans and policies as may be necessary, and are not in conflict with the express terms or clear intent of these Protective Covenants, to carry out and implement the Association's responsibilities hereunder in order to protect the value and desirability of the property.

## ARTICLE ONE

1.01 NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that it is hereby expressly declared that all of the property shall be held, sold and conveyed subject to this declaration and dedication, which shall run with and bind the property, which shall be binding upon any and all parties having any right, title or interest in or to any of the acreage which comprises the property, and their respective heirs, legal representatives, successors and assigns, and which shall inure to the benefit of and be enforceable by the Declarant and each and every Owner and Holder of any portion of the acreage which comprises the property. Notwithstanding the foregoing, Declarant reserves the right to replat, alter, reconfigure, and/or withdraw any portion of the subject property until Declarant's conveyance of all tracts comprising the property, as the case may be, provided such action does not decrease the size of any platted tract below 100 acres. This is a right coupled with an interest, and every Owner, by accepting title to a tract, appoints Declarant as his or her agent for this limited purpose, and Declarant, as agent, can act for any and all Owners in consenting to any action to replat, alter, reconfigure and/or withdraw the subject property. Further, Declarant represents and advises all future Owners that contemplated future phases adjacent to the subject property is or may be subject to one or more liens and lien instruments which are filed of record in Edwards County, Texas.

## ARTICLE TWO

### DEFINITIONS:

2.01 The term "Owner" shall refer to the record owner or holder, whether one or more, whether masculine, feminine or neuter, or whether a natural person, corporation, trust or other legal entity, of the record title to any portion of the property. An "Owner", by virtue of holding record title to a portion of the property under a deed or series of deeds originating from Declarant, is a "successor in interest" to Declarant for all purposes of land title ownership as provided by law. However, except to the extent as may be expressly provided in this Declaration, an Owner is not a "successor in interest" to Declarant with respect to Declarant's special, reserved or unique rights and privileges as developer of the property as provided in this Declaration, such as Declarant's exemption from the Association's annual charges and assessments or Declarant's reserved rights to replat the property and amend these protective covenants. Declarant's status as an Owner shall not limit such special, reserved or unique rights of Declarant as the developer of the property under this Declaration.

2.02 The term "Declarant" shall refer to **HIGH COUNTRY - MAILTRAIL VALLEY RANCH, LLC**, a Texas Limited Liability Company, its heirs, successors in interest, personal representatives and assigns, or Declarant's designated successors or assigns which shall assume all of the rights and responsibilities of Declarant herein.

2.03 The term "Road Committee" refers to the Association's Road and Water Well Maintenance Committee. The term "Wildlife Committee" shall refer to the Association's Wildlife Management Committee.

2.04 The term "Association" refers to the MAILTRAIL VALLEY RANCH LANDOWNERS' & WILDLIFE MANAGEMENT ASSOCIATION, which shall constitute and serve as the Association for all Owners and Members owning and holding any part of the property.

2.05 The terms "property", "subdivision" and "Mailtrail Valley Ranch" shall include those lands comprised by said Phase I, Phase II, and subsequent phases, as well as any additional real property owned by Declarant or Declarant's successors or assigns (whether by contract or by title), now or in the future, as long as such additional real property is:

(a) contiguous or adjacent to the real property now constituting the subdivision as set forth in the plats or to any real property contiguous or adjacent to any such additional real property;

(b) to be subdivided by Declarant pursuant to a plat filed of record in Edwards County, Texas, and restrictions (supplemental or separate) are filed by Declarant indicating that such additional property will constitute an addition to the subdivision; and

(c) to be developed by Declarant in a manner consistent with the concept contemplated by this Declaration.

The term "subdivision" may also refer to particular tracts of land comprising a certain "phase" of development, e.g., "Phase I" or "Phase II" as herein described, depending upon the context or particular reference.

2.06 The term "adjacent property" as used herein means the property adjacent to or in proximity to the original subdivision lands and property, or property adjacent to or in proximity to such adjacent property.

2.07 Membership voting rights: Unless expressly indicated otherwise in this Declaration, with respect to matters brought before a meeting of the Association's members, each Member shall be entitled to one (1) vote for each tract owned. When more than one (1) person owns an interest in any of the acreage which comprises the subject property, all such persons shall be members of the Association, but they shall collectively cast only one (1) vote for each tract owned. Proxy votes shall be allowed upon satisfaction of such reasonable requirements and procedures as the Association may from time to time impose. Members of the Association's board of directors may not vote by proxy.

### ARTICLE THREE

3.01 Additional Property added by Supplement or Separate Declaration of Restrictions; Platting. Additional real property may be made subject to this declaration by Declarant without the consent of any Member or Owner, which consent is expressly waived by each Member and Owner, at any time and from time to time by adding to the property or by filing of record a Supplement or Amendment to this Declaration, which shall extend the concept and application of the covenants, conditions and restrictions of this Declaration to such additional real property, PROVIDED, HOWEVER, that such Supplement or Amendment may contain such complementary additions and conditions and restrictions to those contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of these restrictions, covenants and conditions. Declarant may make any such addition even though at the time such addition is made Declarant is not the owner of any portion of the property described in the original Plat thereof. Each supplement may designate the number

of separate plots or tracts comprising the properties added which are to constitute tracts, or such designation may be deferred to further and subsequent Supplements or Amendments. For the purpose of compliance with state and county platting regulations and laws, as well as the orderly development, use and conveyance of the original ranch property, Declarant reserves the right to plat and convey adjacent property tracts and adjacent large tracts within the same or separate future phases, if any, of the **Mailtrail Valley Ranch**, to grant easements upon and across the platted subdivision roads of **Mailtrail Valley Ranch** to such adjacent tracts for the use and benefit of the owners of the adjacent tracts, and to designate by Supplement to this Declaration which of said adjacent property tracts or larger tracts shall be subject to the terms and conditions of these Restrictions for **Mailtrail Valley Ranch**, including the submission or exclusion of said adjacent property to the owners' association and/or road maintenance and water well and water distribution provisions and/or wildlife management provisions, and by the filing of applicable supplemental restrictions or separate restrictions as to such adjacent property. Additionally, without limitation, Declarant specifically reserves the right to file amended plats or replats for the purpose of dedicating access easements from existing platted subdivision roads down tract boundaries to adjacent lands that are to become additional phases of development of this subdivision, and all appropriate easements are reserved for such purpose as may be necessary to carry out this provision.

## ARTICLE FOUR

USE RESTRICTIONS: The following terms, conditions, restrictions and protective covenants shall apply to the property:

4.01 (a) No hunting blinds, deer feeders, buildings, houses, mobile homes, manufactured homes, motor homes, houses, or other type of structure, whether temporary or permanent, can be placed within two hundred feet of the edge of any public road; however Declarant, in its sole discretion may grant a variance to allow permanent homes, with restrictions on the size, plan and building materials. Any variance must be in writing, describe the tract and contain the restrictions and be signed and acknowledged by Declarant and filed in the Official Public Records of Edwards County, Texas.

(b) No hunting blinds, deer feeders, buildings, houses, mobile homes, manufactured homes, motor homes, houses, or other type of structure, whether temporary or permanent, can be placed within one hundred feet (100') of the edge of any tract boundary.

(c) Water lines, tanks and other equipment and facilities related to the water system operated by the Association may be placed within or near the right-of-way of the subdivision roads (so long as same does not interfere with vehicular travel), along, upon and either side of tract boundaries and at such other locations as the Declarant or the Association deems to be convenient or necessary for the efficient design, maintenance and operation of the water distribution system.

4.02 No commercial business shall be allowed. Commercial business is defined as:

(a) A business wherein the public is allowed to come to a tract within the subdivision to view or purchase personal property; or,

(b) A business which manufactures or processes items which results in or produces odor, smoke, noise, or traffic which is excessive or offensive to the neighbors and owners in the subdivision; or

(c) A business which requires transport or delivery trucks to pick up or deliver items to the property within the subdivision.

4.03 No commercial hunting is allowed. Commercial hunting exists when a landowner allows one or more persons to hunt game animals or game birds of any kind on any property for a fee or consideration of any kind.

4.04 Trapping of game animals (including exotic) or game birds is prohibited, except such trapping as may be authorized or employed by the Association for predator control purposes.

4.05 Until January 1, 2024, no tract may be divided which will result in a tract being less than 100 acres.

4.06 No noxious or offensive activity shall be permitted upon any of the acreage which comprises the subject property nor shall anything be done thereon which may be or may become an annoyance or nuisance in the area.

4.07 None of the acreage which comprises the subject property shall be used or maintained as a dumping ground for rubbish, garbage or trash.

4.08 No junkyards shall be maintained upon any of the acreage which comprises the subject property.

4.09 No swine (pig or hog) farm commercial operation or enterprise shall be maintained upon any of the acreage which comprises the subject property.

4.10 No animal feed lot commercial operation or enterprise shall be maintained upon any of the acreage which comprises the subject property.

4.11 Any prohibition, term or condition contained in or on the Plat of the Property, or contained herein otherwise.

4.12 Water Wells: (a) Blanket Water Well Easement: Declarant reserves the right to drill, redrill, open, operate, produce from and maintain water wells upon the property, or any tract within the property, at such times and locations as Declarant may find convenient and necessary. Declarant therefore reserves a blanket easement upon all the property for this purpose, with all appurtenant rights and privileges necessary to carry out the intent of this provision, along with the right to remove and transport the water by any means deemed appropriate by Declarant. Such easement shall include not only access to and control of such wells, but also all necessary and appropriate easements for water pipelines throughout the property to distribute the water. Likewise, all water wells and associated equipment and facilities existing on the property as of the date hereof are hereby declared to be fully subject to these provisions. The owners of any tract having situated thereon, whether presently or in the future, a water well or associated equipment and facilities established under or otherwise subject to this provision shall at all times allow Declarant and the Association, as the case may be, and their representatives, employees and contractors, access to any such water wells, equipment and facilities for the purpose of maintenance, operation, repair, replacement and similar purposes.

(b) Association to Manage Water Well System: Once responsibility for the control and maintenance of the subdivision roads is transferred to the Association, the rights hereby reserved to Declarant regarding the opening, mining, producing and operating of water wells, unless then further reserved by Declarant, are likewise fully and automatically transferred to the Association. The water wells shall then be for the use and benefit of all Owners, acting through the Association, which has an unrestricted right to water produced therefrom, including the right to distribute the water by pipeline throughout the property. Any owner of said tracts takes title subject to these matters which run with the land.

(c) Owner's Wells: Notwithstanding the foregoing, any water well drilled solely at the cost of an Owner of a tract, and not by Declarant or the Association, shall be absolutely and exclusively the property of said Owner, and neither the Declarant nor the Association shall have any rights with respect to said well.

4.13 Grazing Lease: For Declarant's exclusive use, possession and benefit as a lessee, Declarant reserves a grazing lease upon all of the property, to be used and operated in accordance with all applicable provisions in this Declaration. In order to preserve the current agricultural or open-space land valuation for

ad valorem tax purposes, each Owner of any tract not fully enclosed by fencing sufficient to turn cattle shall, upon acquisition of title to the tract, become a lessor under this provision with Declarant (or its assigns) as lessee. Said grazing lease is for a term of one year from the date title to a tract is conveyed to an Owner or Owners, the lease permits the grazing of cattle only and no other livestock, and the term of the lease shall be automatically renewed on its anniversary date each year for an additional one year period until terminated as provided herein. This lease is made between Declarant and each Owner upon an annual rental of \$10.00 per individual tract and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Declarant and Owner upon and by virtue of title to a tract being conveyed to an Owner. The lease shall be without right of termination by an Owner/Lessor unless the Owner/Lessor's tract is separately qualified for open-space/agricultural land valuation by the Edwards County and other tax authorities having jurisdiction. Likewise, the grazing lease may be terminated once a tract qualifies for open-space/agricultural land valuation through wildlife management. Declarant (or its assigns) may terminate the grazing lease unilaterally, with or without cause and without obligation or liability to the affected Owners, as to any part or portion of the property by filing a statement indicating such termination in the Official Public Records of Edwards County, Texas.

4.14 Caliche Pits: Declarant reserves the right to open, mine, produce and operate caliche and road material pits or locations at such times and at such locations on the property, and any tract therein, as Declarant may find convenient and necessary. Declarant reserves a blanket easement upon all of the property for this purpose, including the right of access to such pits and for the removal of material therefrom. The product from such pits is to be removed and exclusively used for construction and maintenance of platted roads within the property or adjacent lands developed by Declarant. Once responsibility for the control and maintenance of the subdivision roads is transferred to the Association, the rights hereby reserved to Declarant regarding the opening, mining, producing and operating of caliche and road material pits are likewise fully transferred to the Association. The owners of tracts within the subdivision upon which a caliche or road material pit is opened shall at all times allow the Association and their representatives, employees and contractors, access to such pits for the purpose of working, mining and removing material. The pits are for the use and benefit of all Owners, acting through the Association, which has an unrestricted right to material produced therefrom. Any owner of said tracts takes title subject to these matters which run with the land.

## ARTICLE FIVE

### ROAD AND WATER WELL MAINTENANCE COMMITTEE AND WILDLIFE MANAGEMENT COMMITTEE

5.01 Road & Water Well Committee: (a) There is hereby created and activated the MAILTRAIL VALLEY RANCH ROAD AND WATER WELL MAINTENANCE COMMITTEE (herein sometimes referred to as the "Road & Water Well Committee" or "Committee") for the purpose of supervising, controlling, constructing and maintaining the road easement(s), including the mining of road material on the property from existing pits, and maintaining, repairing or replacing the water wells and non-potable water distribution system located or to be located on the property and for the further purpose of performing such other duties and responsibilities as are allocated to it under any of the other terms, conditions and provisions of this Declaration. The Committee is also given the authority to enforce this Declaration in any manner it deems appropriate and to act for the best interest of the MAILTRAIL VALLEY RANCH in Edwards County, Texas. The initial member of the Committee shall be Declarant's Sole Member, William C. Cocke, Sr., or his successor in office. Thereafter, and upon the sale of all of the acreage comprising the property, the Committee shall be composed of three (3) members chosen by the Association as hereinafter provided, subject to the terms of office of any Owners previously appointed by Declarant and then serving on such committee. If any one (1) or more of the Committee members fails, refuses or is unable to serve, the remaining members are hereby authorized to and shall appoint a person or persons as replacement members prior to and as a condition precedent to the next meeting of the committee. In the event all of the

Committee members fail, refuse or are unable to serve, then the Association shall elect a new Committee.

(b) Blanket Easement for Water System: Declarant hereby reserves, dedicates and imposes a blanket easement on the property for purposes of the water distribution system. Such easement shall include all rights, privileges and authority appurtenant thereto, including but not limited to that necessary for the construction, placement, installation, repair and maintenance of the system for the production, removal and distribution of water from such property for the use and benefit of the property and the Owners thereof.

(c) Private Wells: Water wells installed by individual owners of the tracts within the subdivision shall be solely the property of such owners, and shall be subject to such owners' sole and absolute possession, use and control. However, the Committee and owners may jointly develop water wells on the owner's tracts and may, by agreement, establish such rights and privileges of the Committee and the Owners for the use, operation and maintenance of the water wells as the Owners and the Committee deem appropriate.

5.02 Wildlife Committee: (a) There is hereby created and activated the MAILTRAIL VALLEY RANCH WILDLIFE MANAGEMENT COMMITTEE. The Wildlife Committee shall have all the power and authority necessary to assist participating members in the preparation, administration and execution of a general wildlife management plan for all of the property, as well as for individual tracts within the property for the benefit of the Association's general plan. The Wildlife Committee shall have sole authority to select the species of wildlife targeted for management and the management activities to be administered. The Wildlife Committee is also created for the further purposes of performing such other duties and responsibilities as are allocated to it under any of the other terms, conditions and provisions of this Declaration and is authorized to engage in such other wildlife management activities as the Association may determine from time to time to be in the best interest of the property and the Owners. The Wildlife Committee is also given the authority to enforce this Declaration in any manner it deems appropriate and to act for the best interest of MAILTRAIL VALLEY RANCH in Edwards County, Texas. The initial member of the Committee shall be Declarant's Sole Member, William C. Cocke, Sr., or his successor. Thereafter, and upon the sale of all of the acreage comprising the property, the Committee shall be composed of three (3) members chosen by the Association as hereinafter provided, subject to the terms of office of any Owners previously appointed by Declarant and then serving on such committee. If any one (1) or more of the Committee members fails, refuses or is unable to serve, the remaining members are hereby authorized to and shall appoint a person or persons as replacement members prior to and as a condition precedent to the next meeting of the committee. In the event all of the Committee members fail, refuse or are unable to serve, then the Association shall elect a new Committee.

(b) Wildlife Provisions Mandatory Unless an Owner "Opts-out": All Owners, as mandatory Members of the Association, shall be bound by the wildlife management provisions of this Declaration, and any by-laws or other rules hereafter adopted by the Association pertaining to wildlife management, until such time as the sole Owner or all the Owners of a tract, as the case may be, "opt out" of or elect to not participate in the wildlife management provisions of this Declaration and the Association's by-laws or other rules applicable to wildlife management. An election to "opt-out" or to not participate in said provisions by a sole Owner, or all the Owners, as the case may be, of a tract can only be effected by the Owner or Owners of a tract constructing a high, deer proof fence fully enclosing the Owner's tract, with such fence being of sufficient design and construction to turn and contain white-tail deer. The Owner or Owners of a tract that has previously "opt-ed out" of the Association's wildlife program, or whose tract has been disqualified from participation for any reason, may rejoin and again participate in said wildlife program and plan upon application to the Association and satisfaction of such requirements as may hereafter be adopted by the Association.

(c-1) Must Still Pay Road & Water Well Assessments: Should an Owner "opt-out" or elect not



to participate in the wildlife management provisions of this Declaration, or otherwise give up or lose the agricultural/open-space valuation for his or her tract, such election or circumstance shall not exempt such Owner from the obligation to pay and satisfy all dues and assessments provided for in this Declaration related to the road and water well operation and maintenance provisions hereof, as well as such other dues, assessments and rules imposed by the Declarant, or the Association, as the case may be, that are unrelated to these wildlife management provisions.

(c-2) High Fenced Tracts: Tracts that are completely enclosed with high, deer-proof fencing so as to be eligible to "opt-out" of the wildlife management provisions of the original Declaration, shall then not be subject to the following restrictions: the restriction against commercial hunting and the restriction against trapping of animals. Should such deer-proof fencing ever be removed or fall into such a state of disrepair so as to no longer turn and contain said deer, then such tracts shall again be subject to said restrictions. Temporary disrepair of watergaps, if repaired within a reasonable time as would be done by a prudent livestock or game manager, shall not trigger the reapplication of said restrictions.

(c-3) High Fencing Must Enclose: Any owner or owners that install high or deer-proof fencing upon one or more tracts must construct and maintain the fencing such that the affected tracts are completely enclosed and will contain white tail deer. No owner may construct high or deer-proof fencing along only a portion of the owner's tract or tracts so as to only create a barrier, but not a full enclosure. No high or deer-proof fencing may be constructed at locations other than on or near (within three feet) of tract boundaries. This provision shall not restrict an owner of more than one tract from enclosing one or more adjoining tracts and not enclosing other adjoining tracts.

(d) General Authority: The Association, through its by-laws, shall provide such other requirements and rules with respect to wildlife management as may be necessary to carry out the purposes and intent of the wildlife management provisions of this Declaration and to accomplish such other wildlife management goals as may be determined by the Association to be in the best interest of the property and its various owners.

(e) Separate Associations: If necessary to carry out the purposes and intent of this Declaration with respect to wildlife management, or if found by the Declarant or the Association to be necessary for the protection of the value and desirability of the property, the "Landowners Association" may be divided into two separate associations, with one having responsibility for wildlife management (the "Wildlife Association") and the other to have responsibility for all other matters under this Declaration and any matters corresponding thereto or inherent therein (the "Landowners Association"). The persons or entities making the decision to so divide the Association are authorized to place reasonable limitations and requirements on the formation of the resulting associations as may be necessary for their efficient management and administration and the furtherance of the purposes and intent of this Declaration.

(f) Wildlife Management Plan for 1-d-1/open space tax valuation: Notwithstanding anything to the contrary contained herein, Declarant reserves the right, and the formal Landowner's Association, once activated, is authorized, at any time to elect to establish and administer a Wildlife Management Plan for the purpose of 1-d-1/open space property tax valuation for the property, in lieu and instead of livestock grazing for such purpose. If such election is made, all the property, including, if so designated by Declarant, future phases of development, shall be subject to such election except and until individual tract Owners "opt-out" of such wildlife management plan as hereinabove described. Declarant and the Association may elect to administer a wildlife management plan for reasons other than tax valuation.

(g) (i) Representation of Owners: Pursuant to and in implementation of the requirements and authority of V.T.C.A., Tax Code § 1.111, entitled "Representation of Property Owner" (and any successor statutes or amendments thereto), and for the purposes described and authorized herein, Declarant hereby designates the President of the Association to act as

agent for each of the Owners of the tracts comprising the subdivision property. This agency is limited to the purposes and powers contemplated by said Tax Code §1.111 and as may be otherwise hereinafter limited.

- (ii) Said agency is not a general power to represent the Owners in tax matters concerning the Owner's property, does not include the power to file notices of protest nor to present protests before the appraisal review board, nor the power to receive confidential information and does not include the power to negotiate and resolve disputed tax matters. Said agency does include the power and authority, without limitation, to design, implement, conduct, manage and administer all aspects, activities, functions, goals, plans, projects and reports related to a Wildlife Management Plan for all of the subdivision property.
- (iii) Any Owner of a tract of land comprising the subdivision property may revoke the agency appointment authorized herein, provided, such revocation may subject the Owner and his or her tract to expulsion from the Association and the loss of all of the benefits, rights and privileges appertaining thereto. Said revocation must be accomplished as set out in said Tax Code §1.111 or as may otherwise be provided by law.

5.03 Committee Members Appointed by Declarant: Notwithstanding anything to the contrary contained herein, Declarant reserves the right to appoint Owners of Declarant's choice as members of the Road and Water Well Committee, Wildlife Committee and such other committees as may be herein or hereafter established, such members to serve for such terms of office as Declarant may deem appropriate or necessary, not to exceed three years, either as part of the initial committees' activities or after activation of and during the operation of the formal Landowner's Association or during both periods. Declarant may make such appointments without activating the initial or formal Association.

5.04 TERMINATION OF WILDLIFE MANAGEMENT PROGRAMS: Notwithstanding anything to the contrary contained herein, it shall require a vote of eighty-five percent (85%) of the Members or of the Board of Directors of the Landowners' Association to terminate the wildlife management provisions of these Declarations or otherwise end or substantially reduce the wildlife management responsibilities or activities of the Landowners' Association.

## ARTICLE SIX

### LANDOWNERS ASSOCIATION

6.01 Landowners Association: There is hereby created and established the MAILTRAIL VALLEY RANCH LANDOWNERS' & WILDLIFE MANAGEMENT ASSOCIATION. Each Owner shall be a Member of the Association. By the acceptance of a Deed to any portion of the acreage comprising the subject property, the Owner thereof personally agrees to be and becomes a Member of the Association and agrees to be and becomes bound and obligated by the terms, conditions and provisions of this Declaration. The Association shall be activated at such time as may be determined by the Declarant in its sole and absolute discretion, but in no event shall such Association be activated later than thirty (30) days following the date that the Declarant has sold all of the acreage comprising the subject property, including any future development. A meeting of all of the Members of the Association shall be called within thirty (30) days following the date of the activation of the Association for the purpose of electing a new MAILTRAIL VALLEY RANCH ROAD AND WATER WELL COMMITTEE and WILDLIFE COMMITTEE (subject to the terms of office of any committee member theretofore appointed by Declarant) and conducting such other business as may be properly brought before such meeting. The Association shall not be incorporated but shall act by simple majority vote in accordance with the terms, conditions and provisions of this Declaration; provided, however, should a majority of the Owners so elect for good cause, then the

Association may become a corporation under the Texas Non-Profit Corporation Act, subject to its Articles and By-laws being substantially in compliance with the terms hereof.

6.02 Preliminary Activation of Association: (a) At Declarant's sole and absolute discretion, at any time prior to the date Declarant has sold all of the acreage comprising the property, Declarant may declare the Association to be activated for such preliminary, organizational, or emergency purposes as Declarant may determine to be in the best interest of the property or its Owners. In such case, at Declarant's sole and absolute discretion, Declarant may declare itself or its representative to be the sole, acting, initial member of the Association and no other Owner shall be allowed to vote or take any other action allowed customarily or by law to a member of an association.

(b) Said initial acting member shall have all of the powers and authority of the entire membership, including, but not limited to:

- (i) the sole right to vote for the election of an initial board of directors (including electing itself or its representative as sole member of the board), and which initial board may be comprised of only one person;
- (ii) the right, either as a member or a member of the board, to appoint members to the Association's various committees, to activate such committees, and to establish, activate and appoint members to committees other than those expressly established herein, with said committees having all powers and authority as may be necessary to carry out the purposes and intent of this declaration and to protect the value and desirability of the property.

(c) Said initial Association, through its duly appointed agent, shall have full power and authority to enter into and bind itself to contracts, which shall in turn be binding upon the final or formal Association once it is fully activated.

(d) Said initial Association may be activated under this section by Declarant providing written notice to at least one Owner (other than Declarant) of each tract comprising the property. Said notice shall contain the following or substantially similar language:

"TO ALL OWNERS OF TRACTS WITHIN MAILTRAIL VALLEY RANCH IN EDWARDS COUNTY, TEXAS:

Please be advised that **High Country - Mailtrail Valley Ranch, LLC**, the developer of MAILTRAIL VALLEY RANCH, hereby provides you with formal notice that it has activated the initial "Landowners Association" for MAILTRAIL VALLEY RANCH under the restrictions covering the property. Activation of the initial Association is done for preliminary, organizational or emergency purposes to protect the value and desirability of the property. The initial Association is being activated for the following reason: *(insert reason, e.g., to facilitate the meeting of filing deadlines and to take other actions precedent to maintaining agricultural use or other favorable tax valuation of the property).*

[Add as applicable:] Pursuant to the restrictions, the Company hereby names and appoints itself, acting through its Sole Member, WILLIAM C. COCKE, SR., or his successor in office, as the sole acting, initial member of the initial Association, with all the powers and authority provided in said restrictions. Other Owners of tracts within MAILTRAIL VALLEY RANCH are not acting members of the initial Association, but shall become full members of the formal Association, once it is activated, as provided in said restrictions.

(e) Formal Association To Be Activated: Once the initial Association is activated as provided

in this section, the final and formal Association must be activated, with corresponding full membership rights to all Owners of acreage comprising the property, no later than five years from the date of activation of the initial Association, regardless of whether Declarant has sold all of its acreage within or comprising the property.

6.03 Board and Committee Members - Number & Election: (a) At such time as the formal Landowner's Association is activated and holds its first and subsequent membership meetings, which shall occur at least once annually, the membership shall elect Owners to fill vacancies on the Board of Directors of the MAILTRAIL VALLEY RANCH LANDOWNERS' & WILDLIFE MANAGEMENT ASSOCIATION ("Board"). The Board shall consist of three members, the Road & Water Well Committee shall consist of three members and the Wildlife Committee shall consist of three members. The Board shall appoint one of its members to serve as President, another to serve as Secretary and the third to serve as Treasurer. Each committee shall choose one of its members to serve as Chairperson of the committee.

(b) Offices Combined & Term: Election of an Owner to the Board shall constitute election to one of the three places on the Road & Water Well Committee as well as election to one of the three places on the Wildlife Committee. At such time, after the activation of the formal Landowner's Association, as the members shall elect one or more Owners to a place or places on the Board, the Board members' term of office shall be staggered such that in subsequent years, one place on the Board shall be vacant each year, to be filled at the annual membership meeting.

(c) Appointed by Declarant: Declarant reserves the right to appoint, remove and replace various Owners as members of the Board, such members to serve for such terms of office as Declarant may deem appropriate or necessary, not to exceed three years, either as part of the initial Association's activities or after activation of and during the operation of the formal Landowner's Association or during both periods. Declarant may make such appointments to the Board without such appointment including appointment to the Road & Water Well Committee, the Wildlife Committee or either committees, as Declarant may deem convenient and appropriate. Likewise, Declarant may make appointments to such committees without such appointments including a place on the Board. Declarant's various actions in this regard, notwithstanding how few or how many such actions, nor their limit or extent, shall not constitute activation of the initial or formal Landowner's Association.

## ARTICLE SEVEN

### ASSESSMENTS OR CHARGES

7.01 Annual Assessments: (a) Each tract which comprises the property is subject to an annual road, water well, and waterline maintenance assessment or charge, as follows: Each Owner authorizes the Declarant, and Declarant's successors in interest and assigns, including the Road Committee, to improve and maintain the road easement(s), and to maintain, repair and replace, if necessary, the water wells located or to be located on the property and the waterline laid or to be constructed throughout the property, along with all associated equipment and facilities. Further, the Declarant, and the Association (when formed), is authorized to assess and charge each tract owner a fee not to exceed Three and No/100 Dollars (\$3.00) per acre per year. Such charge shall not be assessed against the Declarant or Declarant's successors and assigns. Such charge shall be made by direct billing to each tract owner. If any property Owner refuses or fails to pay the charge when due, then at Declarant's option, Declarant may deduct the charge from payments made by the property Owner on any purchase money promissory note owing by the property Owner to Declarant, and any such charge so deducted will not be credited to the payment on the balance owing on any such promissory note, principal or interest. The maintenance charge, if not paid within 60 days from the date of the billing date, will become a lien against the tract so assessed, and the enforcement of the lien will be made according to the provisions contained herein and as allowed by law. The annual charge may be increased annually by majority vote of the Committee, provided, said increase may not

exceed ten percent (10%) without a majority vote of the votes entitled to be cast at a meeting of the Association called for that purpose.

(b) If such annual maintenance charge is not paid within the 60 day period, then the annual maintenance charge shall be deemed delinquent and shall bear interest at the amount of ten percent (10%) per annum. As used in this Declaration, the terms "annual assessment" and "maintenance charge" shall be considered to be the same.

7.02 Special Assessments: In addition to the annual assessments authorized above, and subject to the assent of fifty-one percent (51%) of Owners voting in person or by proxy at a meeting called for that purpose, the Association may levy, only as provided herein, in any assessment year, a single special assessment applicable to that year only for the purpose of defraying, in whole or in part, the expense and cost of any construction, renewal, maintenance, repair and replacement of the Easement(s), the water well, the waterlines and for any other purpose as may be deemed necessary or desirable by the Association to maintain, operate or improve the subdivision in the manner which it considers to be the greatest benefit to the Owners. Notice of the meeting called for this purpose shall be sent to all Owners not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting, with the meeting to be held in Edwards County, Texas, on the date and at the time and place specified in the notice. Any such special assessment or charge, as the case may be, must be fixed at a uniform rate for all of the acreage comprising the subject property.

7.03 Collection of Assessments: The Association may adopt procedures to effect the efficient collection of the debt through foreclosure of the lien or other legal means and may provide public notice of the lien by filing a "Notice of Lien" in the appropriate public property records.

7.04 Assessments to Pay Expenses: Annual assessments, in addition to road and water well maintenance, may be expended by the landowners associations for all necessary and reasonable corresponding expenses needed to carry out the road and water well maintenance and game management responsibilities of the associations, including but not limited to legal and accounting fees, bookkeeping, biologists fees, and office expenses.

## ARTICLE EIGHT

### OBLIGATIONS OF THE OWNERS

8.01 Payment of Assessments: (a) Each Owner of any portion of the acreage which comprises the subject property covenants and agrees, by acceptance of a Deed to any such acreage or tract, to pay to the Association an annual assessment or charge as well as any special assessment duly authorized. The annual assessment and/or special assessment or charge, together with interest, cost and reasonable attorneys fees, shall, to the full extent permitted by law, be a charge against and a lien upon that portion of the acreage which comprises the subject property owned or held by each respective Owner and shall be a continuing lien upon that portion of the acreage which comprises the subject property against which such annual assessment or charge, as the case may be, is made. Each such annual assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person or entity who was the Owner of that portion of the acreage which comprises the subject property against which such assessment is made at the time such assessment or charge, as the case may be, was due. The various committees are expressly authorized to collect and administer all assessments or charges established by these Declarations or any duly adopted future by-laws of the Association and for which a particular committee is given responsibility.

(b) Tract with Public Road Access: Tracts having public road access are not exempt from the road maintenance component of any road and water well assessment.

8.02 Lien for Assessment or Charge: The lien for any assessment or charge shall be subordinate to the lien created by any superior mortgage securing a purchase money or improvement loan. The sale or transfer of any portion of the acreage which comprises the subject property shall not affect the assessment or charge lien and such sale or transfer shall be subject to such lien. No sale or transfer shall relieve the Owner of any portion of the acreage which comprises the Subject Property against which such assessment or charge is made from individual liability for the assessment or charge made during the period of his, her, their, or its ownership and extinguishment of the lien shall not relieve such Owner of his, her, their or its personal obligation and liability. No lien for any assessment or charge shall be impressed against any portion of the acreage which comprises the subject property as long as the Veterans Land Board of the State of Texas holds record title thereto; provided, however, that this only applies to purchases made under The Veterans Land Board of the State of Texas Program.

8.03 PERIMETER FENCING: Each owner of a tract which has a boundary on the perimeter of the Mailtrail Valley Ranch property shall have the duty to repair and maintain the fencing on said boundary in a condition sufficient to turn cattle, horses, goats and sheep from entering the Mailtrail Valley Ranch from the neighboring property. Should a owner fail or refuse to repair or maintain said perimeter fencing so as to turn said livestock as above-stated, then upon ninety (90) days notice from the Landowners' Association, said Association shall be entitled to enter the owner's tract and conduct said repair or maintenance, and said Association is hereby granted all the customary and necessary easements and other rights of temporary access as may be needed to perform said repair or maintenance. The Association and its designee shall likewise have the right, after notice provided either verbally and in general at a member's meeting or after written notice provided to specific owners, to enter upon the tracts having such boundaries for the purpose of inspecting the condition of said fencing. The easements and rights of access granted in this provision are temporary and should be exercised as quickly and infrequently as necessary to accomplish the purposes of this provision. The cost of such maintenance or repair by the Association shall, if specifically elected by the Association, be a debt owed by the owner to the Association and, if not paid within thirty (30) days after demand, the same shall constitute a lien upon the owner's tract to be collected as provided in these Declarations for the collection of road dues and other assessments, or as same may be otherwise collected and enforced by applicable law. The Association may also elect, for the benefit of all of Mailtrail Valley Ranch and its owners, to use annual or special assessments for the repair and maintenance of such fencing and specifically elect to not require repayment by the owners of the affected tracts, in which case no debt is due and no lien is created.

## ARTICLE NINE

### PLATS, EASEMENTS, AMENDMENTS AND OTHER MATTERS

9.01 Plats: There is reserved unto Declarant, and Declarant's successors in interest and assigns, the right to plat and/or replat the property, as well as any lands adjacent to the property owned by Declarant (whether at the date hereof or acquired in the future) and added to the property by Supplemental Declaration, and the Owners and Owners' Association formed herein do by acceptance of the Deed and benefits of these protective covenants appoint and constitute the Declarant (and Declarant's successors and assigns as applicable) as their agent and attorney in fact for the purpose of planning, preparing and filing of plats and/or replats (including road and easement configurations) to meet and fulfill governmental regulations or requirements, including but not limited to the regulations of subdivisions and roads by Edwards County, Texas, and/or as may be required by the Texas Veteran's Land Board.

9.02 Easements Reserved: (a) There is reserved unto Declarant, and Declarant's successors and assigns, the right to the use of the subdivision easements described herein for purposes of access, ingress and egress, and for the installation and maintenance of utilities, and the right to grant and assign same to and for the benefit of and access to any tract within the property and any adjacent lands owned, now or in

the future, by the Declarant or Declarant's successors and assigns. Provided, an Owner other than Declarant and Declarant's successors in interest has no authority to and shall not grant an easement to third parties for access to lands not encompassed in MAILTRAIL VALLEY RANCH RANCH without the consent of Declarant or Declarant's successors in interest. It is contemplated that Declarant will develop adjacent property and the easement will be necessary for the Owners of any future development. The Association and all Owners, if same is deemed necessary by Declarant or Declarant's successors in interest, shall grant to future owners of developed adjacent property all rights of access, ingress and egress, including the right of installation and maintenance of utilities.

(b) All platted subdivision roads, as described on the various recorded Plats of the subdivision, other than any county or other public road within said subdivision, are hereby declared private to the respective owners of the tracts actually accessed by a particular road, and said owner's heirs, successors, personal representatives, assigns, guests and invitees. No other person, party or entity shall have the authority or privilege to enter upon or use the subdivision roads accessing such tracts without the consent of an owner of one or more of said tracts. Absent such consent, no owner of a tract within Mailtrail Valley Ranch has the authority or privilege to enter upon or otherwise use a subdivision road except for the road or roads actually accessing his or her tract, or any portion thereof. This provision may be enforced, and violations of same may be penalized, by all applicable law, civil and criminal. This amendment does not amend or otherwise affect those provisions hereof requiring the Landowners' Association to maintain said roads, those provisions regarding such road's status as a utility and waterline easement, or any other provision not clearly in conflict with or contrary to this amendment. This restriction is not to be construed so as to affect the character of subdivision roads as private easements. Notwithstanding the foregoing, this provision applies only to "non-thru" roads or, in other words, roads that ultimately dead end within the property and it specifically does not apply to any easement road that passes through or out of the subdivision.

(c) Gates: A gate may be placed across any of said roads and such gate may be kept locked upon the unanimous agreement of all of the owners of the tracts either wholly or partly situated behind said gate and, if any, the owners of any tracts which adjoins said road behind said gate. At any time that all such owners evidence their agreement in writing concerning the placement and locking of such gate, and said agreement properly identifies all the tracts involved, is executed by all of the then current owners of said tracts, and said document is otherwise suitable for recordation, it may be recorded in the real property records of Edwards County and such agreement may not thereafter be terminated or amended except upon the unanimous written agreement of all of the then current owners of said tracts, signed by all such owners and recorded in the real property records of Edwards County, Texas. Notwithstanding the foregoing, this provision applies only to "non-thru" roads or, in other words, roads that ultimately dead end within the property and it specifically does not apply to any easement road that passes through or out of the subdivision. Furthermore, should the owners under this provision elect to install a gate as provided herein and thereafter Declarant exercises its right under Article III to create, dedicate or otherwise establish an easement for access to adjacent lands as an additional phase of development, such road shall then be considered a "thru" road without the dead end as it was initially platted and therefore the gate may be removed by Declarant or any of the Owners of the adjacent lands until such time as this provision is again elected by all Owners behind said gate as above provided, including the Owners of said adjacent lands.

9.03 NOTICE. IT IS HEREBY EXPRESSLY AGREED AND UNDERSTOOD BETWEEN THE DECLARANT, EACH AND EVERY MEMBER OF THE ASSOCIATION AND THE ASSOCIATION, THAT NEITHER THE DECLARANT, NOR ANY OWNER NOR THE ASSOCIATION HAS THE RIGHT TO REQUEST THE COUNTY OF EDWARDS, STATE OF TEXAS, TO SUPERVISE, CONTROL, CONSTRUCT OR MAINTAIN THE ROAD EASEMENT UNTIL SUCH TIME AS SAID ROAD EASEMENT HAS BEEN IMPROVED TO SUCH AN EXTENT THAT IT MEETS THE COUNTY SPECIFICATIONS FOR LIKE OR SIMILAR ROADS THAT ARE IN EXISTENCE AT THE TIME ANY SUCH REQUEST BE MADE.

9.04 The Declarant or any Owner shall have the right to enforce by any legal proceeding at law or in equity, as the case may be, all of the covenants, conditions, or restrictions now or hereafter imposed under or by virtue of the terms, conditions and provisions of this Declaration. Failure to enforce any covenant, condition or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter.

9.05 Savings Clause: Invalidation of any one (1) or more covenants, conditions, or restrictions contained in this Declaration by judgment and/or court order and/or otherwise, as the case may be, shall in no way affect any of the other covenants, conditions, and restrictions herein contained and all such other covenants, conditions and restrictions herein contained shall remain in full force and effect.

9.06 Covenants Binding For 20 Years: The terms, conditions, and provisions of this Declaration shall run with and bind the subject property, and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any of the acreage which comprises the subject property, as the case may be, and their respective legal representatives, successors and assigns, and shall be effective for a period of twenty (20) years from the date of this Declaration, after which time the terms, conditions, and provisions of this Declaration shall be automatically extended for successive periods of ten (10) year.

9.07 Amending These Protective Covenants: The terms, conditions and provisions of this Declaration may be amended during the first ten (10) year period by an instrument signed by not less than seventy-five percent (75%) of the Owners of the acreage which comprises the Subject Property and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Owners of the acreage which comprised the subject property.

9.08 Amendment By Declarant: This Declaration, and any of its terms, conditions and provisions, may be amended by the Declarant without joinder of any other party, including but not limited to Owners or Holders of any portion of the property, for four (4) years after the filing hereof in the county property records if said amendment does not materially affect the owners and serves (i) to correct a minor error or errors herein, and/or (ii) for the reasonable improvement of the property. No amendment shall be effective until recorded in the Office of the County Clerk of Edwards County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained. Each Owner's purchase of a tract and his or her corresponding acceptance of these restrictions shall be deemed to constitute a waiver of notice by such Owners of any such proposed amendment by Declarant under this provision.

9.09 Owner's Responsibilities Terminate: The liability of any Owner for performance of any of the terms, conditions and provisions of this Declaration shall terminate upon sale, transfer, assignment and/or other divestiture of said Owner's entire interest in and to his respective portion of the subject property with respect to any obligations arising from and after the date of such sale, transfer, assignment, and/or other divestiture.

9.10 Singular and Plural: As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine and the neuter unless the context requires the contrary. All headings and paragraph numbers are not a part hereof and shall not affect the interpretation of any of the terms, conditions and provisions of this Declaration.

9.11 This Declaration, as well as any supplement or amendment thereto and any valid action or directive made under and by virtue of it, shall be binding upon the Declarant and the Owners of any of the acreage



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which comprises the subject property, their legal representatives, successors and assigns.

EXECUTED the 13 day of October, 2009

Declarant: HIGH COUNTRY - MAILTRAIL VALLEY RANCH, LLC,  
a Texas limited liability company.

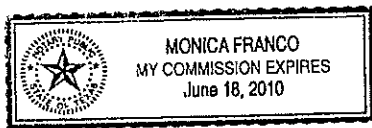
By: [Signature]  
WILLIAM C. COCKE, SR.  
Sole Member

THE STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF EDWARDS §

This instrument was acknowledged before me on this 13 day of October, 2009 by WILLIAM C. COCKE, SR., sole member of HIGH COUNTRY - MAILTRAIL VALLEY RANCH, LLC, a Texas limited liability company, on behalf of said company.



[Signature]  
Notary Public in and for the State of Texas

After recording, please return to:

Rocksprings Abstract & Title Co.  
PO Box 1062  
Rocksprings, TX 78880

#2004-\_\_\_\_\_-003



FILED FOR RECORD  
At 2:45 O'clock PM

OCT 28 2009

SHERI GAITHER  
COUNTY CLERK  
EDWARDS COUNTY, TEXAS  
By: [Signature] Deputy



70 2010 00000176

Edwards County  
Sherri Gaither,  
County Clerk  
Rocksprings, TX 78880

176

OR

Vol

286

Pg

162

Instrument Number: 2010-176

As

Recorded On: February 12, 2010

Recording Fee

Parties: HIGH COUNTRY MAILTRAIL VALLEY RANCH LLC

Billable Pages: 17

To PUBLIC THE

Number of Pages: 17

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Recording Fee	80.00
Total Recording:	80.00

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2010-176  
Receipt Number: 28171  
Recorded Date/Time: February 12, 2010 01:31:37P  
Book-Vol/Pg: BK-OR VL-286 PG-162  
User / Station: O Reyes - Cash/Scan Station

**Record and Return To:**

ROCKSPRINGS ABSTRACT & TITLE  
P. O. BOX 1004  
ROCKSPRINGS TX 78880



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the  
Official Public Records of Edwards County, Texas.

*Sherri Gaither*

Sherri Gaither, County Clerk  
Edwards County, Texas

# Declarations

Imposing Protective Covenants, Conditions and Restrictions  
and  
Creating a Subdivision Landowners' & Wildlife Management Association  
for

## **Mailtrail Valley Ranch**

Tracts 5, 6, 7, 8 & 10  
(and any future phases of development)

A Subdivision in Edwards County, Texas

THE STATE OF TEXAS  
COUNTY OF EDWARDS

§  
§

Know All Persons By These Presents:

WHEREAS, **HIGH COUNTRY - MAILTRAIL VALLEY RANCH, LLC**, a Texas Limited Liability Company, acting by and through its duly authorized Sole Member, **WILLIAM C. COCKE, SR.**, whose mailing address is 101 Cedar - Ste E, Portland, San Patricio County, 78374, hereinafter referred to as "Declarant", is the legal and equitable owner and holder of all that certain tract or parcel of real property situated in Edwards County, Texas, all of which is hereinafter sometimes collectively referred to as the "property", "subdivision" or "**Mailtrail Valley Ranch**", and which is more fully described as follows:

**Mailtrail Valley Ranch - Tract(s)** 5, 6, 7, 8 & 10,  
a Subdivision situated southwest of Rocksprings, in Edwards County, Texas, consisting of \_\_\_\_\_ acres, more or less, and being more particularly described on the Final Plat of said subdivision recorded in Vol. 3, pg 96 & 97 of the Plat Records of Edwards County, Texas, which description is incorporated herein fully by reference for all purposes.

**Easement:** **Mailtrail Valley Ranch**, as hereinabove described, includes one or more non-exclusive sixty-foot (60') road easements over, on and across said subdivision as described on the recorded plat of the subdivision.

AND WHEREAS, the Declarant hereby dedicates, and will convey, all of the property subject to certain protective covenants, conditions and restrictions, as hereinafter set forth, establishing the **MAILTRAIL VALLEY RANCH LANDOWNERS' & WILDLIFE MANAGEMENT ASSOCIATION** (sometimes referred to herein as the "Landowners Association" or "Association") and ultimately wishes to submit the subject property to the supervision and control of said association for the following purposes:

- (1) **Water Wells:** Supervising, controlling, constructing and maintaining the water wells and associated water supply equipment, facilities and distribution system located or to be located on the property for the benefit of the Owners, and including such other water wells and associated water

supply equipment and facilities which may hereafter be established, dedicated or otherwise created by Declarant by amendment to this Declaration or by the terms and conditions contained in any deed given by Declarant covering the property or any portion thereof or any other method provided by law.

- (2) **Easement Roads:** Supervising, controlling, constructing and maintaining the Easement, roads and rights of way presently in existence or to be built or placed in the future, as the case may be, in, upon, across and along the sixty (60) foot wide ingress, egress and regress passageway or roadway easements for the non-exclusive, free and uninterrupted use, liberty, privilege and easement of passing by the Owners of the property, their tenants, guests and invitees.
- (3) **Wildlife Management:** Assisting participating members in the preparation, administration and execution of a general wildlife management plan for all of the property, as well as for individual tracts within the property for the benefit of individual members and the Association's general plan.
- (4) **Other Purposes:** Developing, adopting and executing such plans and policies as may be necessary, and are not in conflict with the express terms or clear intent of these Protective Covenants, to carry out and implement the Association's responsibilities hereunder in order to protect the value and desirability of the property.

## ARTICLE ONE

1.01 NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that it is hereby expressly declared that all of the property shall be held, sold and conveyed subject to this declaration and dedication, which shall run with and bind the property, which shall be binding upon any and all parties having any right, title or interest in or to any of the acreage which comprises the property, and their respective heirs, legal representatives, successors and assigns, and which shall inure to the benefit of and be enforceable by the Declarant and each and every Owner and Holder of any portion of the acreage which comprises the property. Notwithstanding the foregoing, Declarant reserves the right to replat, alter, reconfigure, and/or withdraw any portion of the subject property until Declarant's conveyance of all tracts comprising the property, as the case may be, provided such action does not decrease the size of any platted tract below 100 acres. This is a right coupled with an interest, and every Owner, by accepting title to a tract, appoints Declarant as his or her agent for this limited purpose, and Declarant, as agent, can act for any and all Owners in consenting to any action to replat, alter, reconfigure and/or withdraw the subject property. Further, Declarant represents and advises all future Owners that contemplated future phases adjacent to the subject property is or may be subject to one or more liens and lien instruments which are filed of record in Edwards County, Texas.

## ARTICLE TWO

### DEFINITIONS:

2.01 The term "Owner" shall refer to the record owner or holder, whether one or more, whether masculine, feminine or neuter, or whether a natural person, corporation, trust or other legal entity, of the record title to any portion of the property. An "Owner", by virtue of holding record title to a portion of the property under a deed or series of deeds originating from Declarant, is a "successor in interest" to Declarant for all purposes of land title ownership as provided by law. However, except to the extent as may be expressly provided in this Declaration, an Owner is not a "successor in interest" to Declarant with respect to Declarant's special, reserved or unique rights and privileges as developer of the property as provided in this Declaration, such as Declarant's exemption from the Association's annual charges and assessments or Declarant's reserved rights to replat the property and amend these protective covenants. Declarant's status as an Owner shall not limit such special, reserved or unique rights of Declarant as the developer of the property under this Declaration.

2.02 The term "Declarant" shall refer to **HIGH COUNTRY - MAILTRAIL VALLEY RANCH, LLC**, a Texas Limited Liability Company, its heirs, successors in interest, personal representatives and assigns, or Declarant's designated successors or assigns which shall assume all of the rights and responsibilities of Declarant herein.

2.03 The term "Road Committee" refers to the Association's Road and Water Well Maintenance Committee. The term "Wildlife Committee" shall refer to the Association's Wildlife Management Committee.

2.04 The term "Association" refers to the MAILTRAIL VALLEY RANCH LANDOWNERS' & WILDLIFE MANAGEMENT ASSOCIATION, which shall constitute and serve as the Association for all Owners and Members owning and holding any part of the property.

2.05 The terms "property", "subdivision" and "Mailtrail Valley Ranch" shall include those lands comprised by said Phase I, Phase II, and subsequent phases, as well as any additional real property owned by Declarant or Declarant's successors or assigns (whether by contract or by title), now or in the future, as long as such additional real property is:

(a) contiguous or adjacent to the real property now constituting the subdivision as set forth in the plats or to any real property contiguous or adjacent to any such additional real property;

(b) to be subdivided by Declarant pursuant to a plat filed of record in Edwards County, Texas, and restrictions (supplemental or separate) are filed by Declarant indicating that such additional property will constitute an addition to the subdivision; and

(c) to be developed by Declarant in a manner consistent with the concept contemplated by this Declaration.

The term "subdivision" may also refer to particular tracts of land comprising a certain "phase" of development, e.g., "Phase I" or "Phase II" as herein described, depending upon the context or particular reference.

2.06 The term "adjacent property" as used herein means the property adjacent to or in proximity to the original subdivision lands and property, or property adjacent to or in proximity to such adjacent property.

2.07 Membership voting rights: Unless expressly indicated otherwise in this Declaration, with respect to matters brought before a meeting of the Association's members, each Member shall be entitled to one (1) vote for each tract owned. When more than one (1) person owns an interest in any of the acreage which comprises the subject property, all such persons shall be members of the Association, but they shall collectively cast only one (1) vote for each tract owned. Proxy votes shall be allowed upon satisfaction of such reasonable requirements and procedures as the Association may from time to time impose. Members of the Association's board of directors may not vote by proxy.

### ARTICLE THREE

3.01 Additional Property added by Supplement or Separate Declaration of Restrictions: Platting. Additional real property may be made subject to this declaration by Declarant without the consent of any Member or Owner, which consent is expressly waived by each Member and Owner, at any time and from time to time by adding to the property or by filing of record a Supplement or Amendment to this Declaration, which shall extend the concept and application of the covenants, conditions and restrictions of this Declaration to such additional real property, PROVIDED, HOWEVER, that such Supplement or Amendment may contain such complementary additions and conditions and restrictions to those contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the concept of these restrictions, covenants and conditions. Declarant may make any such addition even though at the time such addition is made Declarant is not the owner of any portion of the property described in the original Plat thereof. Each supplement may designate the number

of separate plots or tracts comprising the properties added which are to constitute tracts, or such designation may be deferred to further and subsequent Supplements or Amendments. For the purpose of compliance with state and county platting regulations and laws, as well as the orderly development, use and conveyance of the original ranch property, Declarant reserves the right to plat and convey adjacent property tracts and adjacent large tracts within the same or separate future phases, if any, of the **Mailtrail Valley Ranch**, to grant easements upon and across the platted subdivision roads of **Mailtrail Valley Ranch** to such adjacent tracts for the use and benefit of the owners of the adjacent tracts, and to designate by Supplement to this Declaration which of said adjacent property tracts or larger tracts shall be subject to the terms and conditions of these Restrictions for **Mailtrail Valley Ranch**, including the submission or exclusion of said adjacent property to the owners' association and/or road maintenance and water well and water distribution provisions and/or wildlife management provisions, and by the filing of applicable supplemental restrictions or separate restrictions as to such adjacent property. Additionally, without limitation, Declarant specifically reserves the right to file amended plats or replats for the purpose of dedicating access easements from existing platted subdivision roads down tract boundaries to adjacent lands that are to become additional phases of development of this subdivision, and all appropriate easements are reserved for such purpose as may be necessary to carry out this provision.

## ARTICLE FOUR

**USE RESTRICTIONS:** The following terms, conditions, restrictions and protective covenants shall apply to the property:

4.01 (a) No hunting blinds, deer feeders, buildings, houses, mobile homes, manufactured homes, motor homes, houses, or other type of structure, whether temporary or permanent, can be placed within two hundred feet of the edge of any public road; however Declarant, in its sole discretion may grant a variance to allow permanent homes, with restrictions on the size, plan and building materials. Any variance must be in writing, describe the tract and contain the restrictions and be signed and acknowledged by Declarant and filed in the Official Public Records of Edwards County, Texas.

(b) No hunting blinds, deer feeders, buildings, houses, mobile homes, manufactured homes, motor homes, houses, or other type of structure, whether temporary or permanent, can be placed within one hundred feet (100') of the edge of any tract boundary.

(c) Water lines, tanks and other equipment and facilities related to the water system operated by the Association may be placed within or near the right-of-way of the subdivision roads (so long as same does not interfere with vehicular travel), along, upon and either side of tract boundaries and at such other locations as the Declarant or the Association deems to be convenient or necessary for the efficient design, maintenance and operation of the water distribution system.

4.02 No commercial business shall be allowed. Commercial business is defined as:

(a) A business wherein the public is allowed to come to a tract within the subdivision to view or purchase personal property; or,

(b) A business which manufactures or processes items which results in or produces odor, smoke, noise, or traffic which is excessive or offensive to the neighbors and owners in the subdivision; or

(c) A business which requires transport or delivery trucks to pick up or deliver items to the property within the subdivision.

4.03 No commercial hunting is allowed. Commercial hunting exists when a landowner allows one or more persons to hunt game animals or game birds of any kind on any property for a fee or consideration of any kind.

4.04 Trapping of game animals (including exotic) or game birds is prohibited, except such trapping as may be authorized or employed by the Association for predator control purposes.

4.05 Notwithstanding anything to the contrary contained herein, no amendment to these restrictions may allow the subdivision of a tract, and no tract may be divided, in a way which will result in a tract being less than 100 acres except upon the written consent of the owners of all the tracts within the subdivision.

4.06 No noxious or offensive activity shall be permitted upon any of the acreage which comprises the subject property nor shall anything be done thereon which may be or may become an annoyance or nuisance in the area.

4.07 None of the acreage which comprises the subject property shall be used or maintained as a dumping ground for rubbish, garbage or trash.

4.08 No junkyards shall be maintained upon any of the acreage which comprises the subject property.

4.09 No swine (pig or hog) farm commercial operation or enterprise shall be maintained upon any of the acreage which comprises the subject property.

4.10 No animal feed lot commercial operation or enterprise shall be maintained upon any of the acreage which comprises the subject property.

4.11 Any prohibition, term or condition contained in or on the Plat of the Property, or contained herein otherwise.

4.12 Water Wells: (a) Blanket Water Well Easement: Declarant reserves the right to drill, redrill, open, operate, produce from and maintain water wells upon the property, or any tract within the property, at such times and locations as Declarant may find convenient and necessary. Declarant therefore reserves a blanket easement upon all the property for this purpose, with all appurtenant rights and privileges necessary to carry out the intent of this provision, along with the right to remove and transport the water by any means deemed appropriate by Declarant. Such easement shall include not only access to and control of such wells, but also all necessary and appropriate easements for water pipelines throughout the property to distribute the water. Likewise, all water wells and associated equipment and facilities existing on the property as of the date hereof are hereby declared to be fully subject to these provisions. The owners of any tract having situated thereon, whether presently or in the future, a water well or associated equipment and facilities established under or otherwise subject to this provision shall at all times allow Declarant and the Association, as the case may be, and their representatives, employees and contractors, access to any such water wells, equipment and facilities for the purpose of maintenance, operation, repair, replacement and similar purposes.

(b) Association to Manage Water Well System: Once responsibility for the control and maintenance of the subdivision roads is transferred to the Association, the rights hereby reserved to Declarant regarding the opening, mining, producing and operating of water wells, unless then further reserved by Declarant, are likewise fully and automatically transferred to the Association. The water wells shall then be for the use and benefit of all Owners, acting through the Association, which has an unrestricted right to water produced therefrom, including the right to distribute the water by pipeline throughout the property. Any owner of said tracts takes title subject to these matters which run with the land.

(c) Owner's Wells: Notwithstanding the foregoing, any water well drilled solely at the cost of an Owner of a tract, and not by Declarant or the Association, shall be absolutely and exclusively the property of said Owner, and neither the Declarant nor the Association shall have any rights with respect to said well.

4.13 Grazing Lease: For Declarant's exclusive use, possession and benefit as a lessee, Declarant reserves a grazing lease upon all of the property, to be used and operated in accordance with all applicable provisions in this Declaration. In order to preserve the current agricultural or open-space land valuation for

ad valorem tax purposes, each Owner of any tract not fully enclosed by fencing sufficient to turn cattle shall, upon acquisition of title to the tract, become a lessor under this provision with Declarant (or its assigns) as lessee. Said grazing lease is for a term of one year from the date title to a tract is conveyed to an Owner or Owners, the lease permits the grazing of cattle only and no other livestock, and the term of the lease shall be automatically renewed on its anniversary date each year for an additional one year period until terminated as provided herein. This lease is made between Declarant and each Owner upon an annual rental of \$10.00 per individual tract and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Declarant and Owner upon and by virtue of title to a tract being conveyed to an Owner. The lease shall be without right of termination by an Owner/Lessor unless the Owner/Lessor's tract is separately qualified for open-space/agricultural land valuation by the Edwards County and other tax authorities having jurisdiction. Likewise, the grazing lease may be terminated once a tract qualifies for open-space/agricultural land valuation through wildlife management. Declarant (or its assigns) may terminate the grazing lease unilaterally, with or without cause and without obligation or liability to the affected Owners, as to any part or portion of the property by filing a statement indicating such termination in the Official Public Records of Edwards County, Texas.

4.14 Caliche Pits: Declarant reserves the right to open, mine, produce and operate caliche and road material pits or locations at such times and at such locations on the property, and any tract therein, as Declarant may find convenient and necessary. Declarant reserves a blanket easement upon all of the property for this purpose, including the right of access to such pits and for the removal of material therefrom. The product from such pits is to be removed and exclusively used for construction and maintenance of platted roads within the property or adjacent lands developed by Declarant. Once responsibility for the control and maintenance of the subdivision roads is transferred to the Association, the rights hereby reserved to Declarant regarding the opening, mining, producing and operating of caliche and road material pits are likewise fully transferred to the Association. The owners of tracts within the subdivision upon which a caliche or road material pit is opened shall at all times allow the Association and their representatives, employees and contractors, access to such pits for the purpose of working, mining and removing material. The pits are for the use and benefit of all Owners, acting through the Association, which has an unrestricted right to material produced therefrom. Any owner of said tracts takes title subject to these matters which run with the land.

## ARTICLE FIVE

### ROAD AND WATER WELL MAINTENANCE COMMITTEE AND WILDLIFE MANAGEMENT COMMITTEE

5.01 Road & Water Well Committee: (a) There is hereby created and activated the MAILTRAIL VALLEY RANCH ROAD AND WATER WELL MAINTENANCE COMMITTEE (herein sometimes referred to as the "Road & Water Well Committee" or "Committee") for the purpose of supervising, controlling, constructing and maintaining the road easement(s), including the mining of road material on the property from existing pits, and maintaining, repairing or replacing the water wells and non-potable water distribution system located or to be located on the property and for the further purpose of performing such other duties and responsibilities as are allocated to it under any of the other terms, conditions and provisions of this Declaration. The Committee is also given the authority to enforce this Declaration in any manner it deems appropriate and to act for the best interest of the MAILTRAIL VALLEY RANCH in Edwards County, Texas. The initial member of the Committee shall be Declarant's Sole Member, William C. Cocke, Sr., or his successor in office. Thereafter, and upon the sale of all of the acreage comprising the property, the Committee shall be composed of three (3) members chosen by the Association as hereinafter provided, subject to the terms of office of any Owners previously appointed by Declarant and then serving on such committee. If any one (1) or more of the Committee members fails, refuses or is unable to serve, the remaining members are hereby authorized to and shall appoint a person or persons as replacement members prior to and as a condition precedent to the next meeting of the committee. In the event all of the



Committee members fail, refuse or are unable to serve, then the Association shall elect a new Committee.

(b) Blanket Easement for Water System: Declarant hereby reserves, dedicates and imposes a blanket easement on the property for purposes of the water distribution system. Such easement shall include all rights, privileges and authority appurtenant thereto, including but not limited to that necessary for the construction, placement, installation, repair and maintenance of the system for the production, removal and distribution of water from such property for the use and benefit of the property and the Owners thereof.

(c) Private Wells: Water wells installed by individual owners of the tracts within the subdivision shall be solely the property of such owners, and shall be subject to such owners' sole and absolute possession, use and control. However, the Committee and owners may jointly develop water wells on the owner's tracts and may, by agreement, establish such rights and privileges of the Committee and the Owners for the use, operation and maintenance of the water wells as the Owners and the Committee deem appropriate.

5.02 Wildlife Committee: (a) There is hereby created and activated the MAILTRAIL VALLEY RANCH WILDLIFE MANAGEMENT COMMITTEE. The Wildlife Committee shall have all the power and authority necessary to assist participating members in the preparation, administration and execution of a general wildlife management plan for all of the property, as well as for individual tracts within the property for the benefit of the Association's general plan. The Wildlife Committee shall have sole authority to select the species of wildlife targeted for management and the management activities to be administered. The Wildlife Committee is also created for the further purposes of performing such other duties and responsibilities as are allocated to it under any of the other terms, conditions and provisions of this Declaration and is authorized to engage in such other wildlife management activities as the Association may determine from time to time to be in the best interest of the property and the Owners. The Wildlife Committee is also given the authority to enforce this Declaration in any manner it deems appropriate and to act for the best interest of MAILTRAIL VALLEY RANCH in Edwards County, Texas. The initial member of the Committee shall be Declarant's Sole Member, William C. Cocke, Sr., or his successor. Thereafter, and upon the sale of all of the acreage comprising the property, the Committee shall be composed of three (3) members chosen by the Association as hereinafter provided, subject to the terms of office of any Owners previously appointed by Declarant and then serving on such committee. If any one (1) or more of the Committee members fails, refuses or is unable to serve, the remaining members are hereby authorized to and shall appoint a person or persons as replacement members prior to and as a condition precedent to the next meeting of the committee. In the event all of the Committee members fail, refuse or are unable to serve, then the Association shall elect a new Committee.

(b) Wildlife Provisions Mandatory Unless an Owner "Opts-out": All Owners, as mandatory Members of the Association, shall be bound by the wildlife management provisions of this Declaration, and any by-laws or other rules hereafter adopted by the Association pertaining to wildlife management, until such time as the sole Owner or all the Owners of a tract, as the case may be, "opt out" of or elect to not participate in the wildlife management provisions of this Declaration and the Association's by-laws or other rules applicable to wildlife management. An election to "opt-out" or to not participate in said provisions by a sole Owner, or all the Owners, as the case may be, of a tract can only be effected by the Owner or Owners of a tract constructing a high, deer proof fence fully enclosing the Owner's tract, with such fence being of sufficient design and construction to turn and contain white-tail deer. The Owner or Owners of a tract that has previously "opt-ed out" of the Association's wildlife program, or whose tract has been disqualified from participation for any reason, may rejoin and again participate in said wildlife program and plan upon application to the Association and satisfaction of such requirements as may hereafter be adopted by the Association.

(c-1) Must Still Pay Road & Water Well Assessments: Should an Owner "opt-out" or elect not

to participate in the wildlife management provisions of this Declaration, or otherwise give up or lose the agricultural/open-space valuation for his or her tract, such election or circumstance shall not exempt such Owner from the obligation to pay and satisfy all dues and assessments provided for in this Declaration related to the road and water well operation and maintenance provisions hereof, as well as such other dues, assessments and rules imposed by the Declarant, or the Association, as the case may be, that are unrelated to these wildlife management provisions.

(c-2) High Fenced Tracts: Tracts that are completely enclosed with high, deer-proof fencing so as to be eligible to "opt-out" of the wildlife management provisions of the original Declaration, shall then not be subject to the following restrictions: the restriction against commercial hunting and the restriction against trapping of animals. Should such deer-proof fencing ever be removed or fall into such a state of disrepair so as to no longer turn and contain said deer, then such tracts shall again be subject to said restrictions. Temporary disrepair of watergaps, if repaired within a reasonable time as would be done by a prudent livestock or game manager, shall not trigger the reapplication of said restrictions.

(c-3) High Fencing Must Enclose: Any owner or owners that install high or deer-proof fencing upon one or more tracts must construct and maintain the fencing such that the affected tracts are completely enclosed and will contain white tail deer. No owner may construct high or deer-proof fencing along only a portion of the owner's tract or tracts so as to only create a barrier, but not a full enclosure. No high or deer-proof fencing may be constructed at locations other than on or near (within three feet) of tract boundaries. This provision shall not restrict an owner of more than one tract from enclosing one or more adjoining tracts and not enclosing other adjoining tracts.

(d) General Authority: The Association, through its by-laws, shall provide such other requirements and rules with respect to wildlife management as may be necessary to carry out the purposes and intent of the wildlife management provisions of this Declaration and to accomplish such other wildlife management goals as may be determined by the Association to be in the best interest of the property and its various owners.

(e) Separate Associations: If necessary to carry out the purposes and intent of this Declaration with respect to wildlife management, or if found by the Declarant or the Association to be necessary for the protection of the value and desirability of the property, the "Landowners Association" may be divided into two separate associations, with one having responsibility for wildlife management (the "Wildlife Association") and the other to have responsibility for all other matters under this Declaration and any matters corresponding thereto or inherent therein (the "Landowners Association"). The persons or entities making the decision to so divide the Association are authorized to place reasonable limitations and requirements on the formation of the resulting associations as may be necessary for their efficient management and administration and the furtherance of the purposes and intent of this Declaration.

(f) Wildlife Management Plan for 1-d-1/open space tax valuation: Notwithstanding anything to the contrary contained herein, Declarant reserves the right, and the formal Landowner's Association, once activated, is authorized, at any time to elect to establish and administer a Wildlife Management Plan for the purpose of 1-d-1/open space property tax valuation for the property, in lieu and instead of livestock grazing for such purpose. If such election is made, all the property, including, if so designated by Declarant, future phases of development, shall be subject to such election except and until individual tract Owners "opt-out" of such wildlife management plan as hereinabove described. Declarant and the Association may elect to administer a wildlife management plan for reasons other than tax valuation.

(g) (i) Representation of Owners: Pursuant to and in implementation of the requirements and authority of V.T.C.A., Tax Code § 1.111, entitled "Representation of Property Owner" (and any successor statutes or amendments thereto), and for the purposes described and authorized herein, Declarant hereby designates the President of the Association to act as

agent for each of the Owners of the tracts comprising the subdivision property. This agency is limited to the purposes and powers contemplated by said Tax Code §1.111 and as may be otherwise hereinafter limited.

- (ii) Said agency is not a general power to represent the Owners in tax matters concerning the Owner's property, does not include the power to file notices of protest nor to present protests before the appraisal review board, nor the power to receive confidential information and does not include the power to negotiate and resolve disputed tax matters. Said agency does include the power and authority, without limitation, to design, implement, conduct, manage and administer all aspects, activities, functions, goals, plans, projects and reports related to a Wildlife Management Plan for all of the subdivision property.
- (iii) Any Owner of a tract of land comprising the subdivision property may revoke the agency appointment authorized herein, provided, such revocation may subject the Owner and his or her tract to expulsion from the Association and the loss of all of the benefits, rights and privileges appertaining thereto. Said revocation must be accomplished as set out in said Tax Code §1.111 or as may otherwise be provided by law.

5.03 Committee Members Appointed by Declarant: Notwithstanding anything to the contrary contained herein, Declarant reserves the right to appoint Owners of Declarant's choice as members of the Road and Water Well Committee, Wildlife Committee and such other committees as may be herein or hereafter established, such members to serve for such terms of office as Declarant may deem appropriate or necessary, not to exceed three years, either as part of the initial committees' activities or after activation of and during the operation of the formal Landowner's Association or during both periods. Declarant may make such appointments without activating the initial or formal Association.

5.04 TERMINATION OF WILDLIFE MANAGEMENT PROGRAMS: Notwithstanding anything to the contrary contained herein, it shall require a vote of eighty-five percent (85%) of the Members or of the Board of Directors of the Landowners' Association to terminate the wildlife management provisions of these Declarations or otherwise end or substantially reduce the wildlife management responsibilities or activities of the Landowners' Association.

## ARTICLE SIX

### LANDOWNERS ASSOCIATION

6.01 Landowners Association: There is hereby created and established the MAILTRAIL VALLEY RANCH LANDOWNERS' & WILDLIFE MANAGEMENT ASSOCIATION. Each Owner shall be a Member of the Association. By the acceptance of a Deed to any portion of the acreage comprising the subject property, the Owner thereof personally agrees to be and becomes a Member of the Association and agrees to be and becomes bound and obligated by the terms, conditions and provisions of this Declaration. The Association shall be activated at such time as may be determined by the Declarant in its sole and absolute discretion, but in no event shall such Association be activated later than thirty (30) days following the date that the Declarant has sold all of the acreage comprising the subject property, including any future development. A meeting of all of the Members of the Association shall be called within thirty (30) days following the date of the activation of the Association for the purpose of electing a new MAILTRAIL VALLEY RANCH ROAD AND WATER WELL COMMITTEE and WILDLIFE COMMITTEE (subject to the terms of office of any committee member theretofore appointed by Declarant) and conducting such other business as may be properly brought before such meeting. The Association shall not be incorporated but shall act by simple majority vote in accordance with the terms, conditions and provisions of this Declaration; provided, however, should a majority of the Owners so elect for good cause, then the

Association may become a corporation under the Texas Non-Profit Corporation Act, subject to its Articles and By-laws being substantially in compliance with the terms hereof.

6.02 Preliminary Activation of Association: (a) At Declarant's sole and absolute discretion, at any time prior to the date Declarant has sold all of the acreage comprising the property, Declarant may declare the Association to be activated for such preliminary, organizational, or emergency purposes as Declarant may determine to be in the best interest of the property or its Owners. In such case, at Declarant's sole and absolute discretion, Declarant may declare itself or its representative to be the sole, acting, initial member of the Association and no other Owner shall be allowed to vote or take any other action allowed customarily or by law to a member of an association.

(b) Said initial acting member shall have all of the powers and authority of the entire membership, including, but not limited to:

- (i) the sole right to vote for the election of an initial board of directors (including electing itself or its representative as sole member of the board), and which initial board may be comprised of only one person;
- (ii) the right, either as a member or a member of the board, to appoint members to the Association's various committees, to activate such committees, and to establish, activate and appoint members to committees other than those expressly established herein, with said committees having all powers and authority as may be necessary to carry out the purposes and intent of this declaration and to protect the value and desirability of the property.

(c) Said initial Association, through its duly appointed agent, shall have full power and authority to enter into and bind itself to contracts, which shall in turn be binding upon the final or formal Association once it is fully activated.

(d) Said initial Association may be activated under this section by Declarant providing written notice to at least one Owner (other than Declarant) of each tract comprising the property. Said notice shall contain the following or substantially similar language:

"TO ALL OWNERS OF TRACTS WITHIN MAILTRAIL VALLEY RANCH IN EDWARDS COUNTY, TEXAS:

Please be advised that **High Country - Mailtrail Valley Ranch, LLC**, the developer of MAILTRAIL VALLEY RANCH, hereby provides you with formal notice that it has activated the initial "Landowners Association" for MAILTRAIL VALLEY RANCH under the restrictions covering the property. Activation of the initial Association is done for preliminary, organizational or emergency purposes to protect the value and desirability of the property. The initial Association is being activated for the following reason: *(insert reason, e.g., to facilitate the meeting of filing deadlines and to take other actions precedent to maintaining agricultural use or other favorable tax valuation of the property).*

[Add as applicable:] Pursuant to the restrictions, the Company hereby names and appoints itself, acting through its Sole Member, WILLIAM C. COCKE, SR., or his successor in office, as the sole acting, initial member of the initial Association, with all the powers and authority provided in said restrictions. Other Owners of tracts within MAILTRAIL VALLEY RANCH are not acting members of the initial Association, but shall become full members of the formal Association, once it is activated, as provided in said restrictions.

(e) Formal Association To Be Activated: Once the initial Association is activated as provided

in this section, the final and formal Association must be activated, with corresponding full membership rights to all Owners of acreage comprising the property, no later than five years from the date of activation of the initial Association, regardless of whether Declarant has sold all of its acreage within or comprising the property.

6.03 Board and Committee Members - Number & Election: (a) At such time as the formal Landowner's Association is activated and holds its first and subsequent membership meetings, which shall occur at least once annually, the membership shall elect Owners to fill vacancies on the Board of Directors of the MAILTRAIL VALLEY RANCH LANDOWNERS' & WILDLIFE MANAGEMENT ASSOCIATION ("Board"). The Board shall consist of three members, the Road & Water Well Committee shall consist of three members and the Wildlife Committee shall consist of three members. The Board shall appoint one of its members to serve as President, another to serve as Secretary and the third to serve as Treasurer. Each committee shall choose one of its members to serve as Chairperson of the committee.

(b) Offices Combined & Term: Election of an Owner to the Board shall constitute election to one of the three places on the Road & Water Well Committee as well as election to one of the three places on the Wildlife Committee. At such time, after the activation of the formal Landowner's Association, as the members shall elect one or more Owners to a place or places on the Board, the Board members' term of office shall be staggered such that in subsequent years, one place on the Board shall be vacant each year, to be filled at the annual membership meeting.

(c) Appointed by Declarant: Declarant reserves the right to appoint, remove and replace various Owners as members of the Board, such members to serve for such terms of office as Declarant may deem appropriate or necessary, not to exceed three years, either as part of the initial Association's activities or after activation of and during the operation of the formal Landowner's Association or during both periods. Declarant may make such appointments to the Board without such appointment including appointment to the Road & Water Well Committee, the Wildlife Committee or either committees, as Declarant may deem convenient and appropriate. Likewise, Declarant may make appointments to such committees without such appointments including a place on the Board. Declarant's various actions in this regard, notwithstanding how few or how many such actions, nor their limit or extent, shall not constitute activation of the initial or formal Landowner's Association.

## ARTICLE SEVEN

### ASSESSMENTS OR CHARGES

7.01 Annual Assessments: (a) Each tract which comprises the property is subject to an annual road, water well, and waterline maintenance assessment or charge, as follows: Each Owner authorizes the Declarant, and Declarant's successors in interest and assigns, including the Road Committee, to improve and maintain the road easement(s), and to maintain, repair and replace, if necessary, the water wells located or to be located on the property and the waterline laid or to be constructed throughout the property, along with all associated equipment and facilities. Further, the Declarant, and the Association (when formed), is authorized to assess and charge each tract owner a fee not to exceed Three and No/100 Dollars (\$3.00) per acre per year. Such charge shall not be assessed against the Declarant or Declarant's successors and assigns. Such charge shall be made by direct billing to each tract owner. If any property Owner refuses or fails to pay the charge when due, then at Declarant's option, Declarant may deduct the charge from payments made by the property Owner on any purchase money promissory note owing by the property Owner to Declarant, and any such charge so deducted will not be credited to the payment on the balance owing on any such promissory note, principal or interest. The maintenance charge, if not paid within 60 days from the date of the billing date, will become a lien against the tract so assessed, and the enforcement of the lien will be made according to the provisions contained herein and as allowed by law. The annual charge may be increased annually by majority vote of the Committee, provided, said increase may not

exceed ten percent (10%) without a majority vote of the votes entitled to be cast at a meeting of the Association called for that purpose.

(b) If such annual maintenance charge is not paid within the 60 day period, then the annual maintenance charge shall be deemed delinquent and shall bear interest at the amount of ten percent (10%) per annum. As used in this Declaration, the terms "annual assessment" and "maintenance charge" shall be considered to be the same.

7.02 Special Assessments: In addition to the annual assessments authorized above, and subject to the assent of fifty-one percent (51%) of Owners voting in person or by proxy at a meeting called for that purpose, the Association may levy, only as provided herein, in any assessment year, a single special assessment applicable to that year only for the purpose of defraying, in whole or in part, the expense and cost of any construction, renewal, maintenance, repair and replacement of the Easement(s), the water well, the waterlines and for any other purpose as may be deemed necessary or desirable by the Association to maintain, operate or improve the subdivision in the manner which it considers to be the greatest benefit to the Owners. Notice of the meeting called for this purpose shall be sent to all Owners not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting, with the meeting to be held in Edwards County, Texas, on the date and at the time and place specified in the notice. Any such special assessment or charge, as the case may be, must be fixed at a uniform rate for all of the acreage comprising the subject property.

7.03 Collection of Assessments: The Association may adopt procedures to effect the efficient collection of the debt through foreclosure of the lien or other legal means and may provide public notice of the lien by filing a "Notice of Lien" in the appropriate public property records.

7.04 Assessments to Pay Expenses: Annual assessments, in addition to road and water well maintenance, may be expended by the landowners associations for all necessary and reasonable corresponding expenses needed to carry out the road and water well maintenance and game management responsibilities of the associations, including but not limited to legal and accounting fees, bookkeeping, biologists fees, and office expenses.

## ARTICLE EIGHT

### OBLIGATIONS OF THE OWNERS

8.01 Payment of Assessments: (a) Each Owner of any portion of the acreage which comprises the subject property covenants and agrees, by acceptance of a Deed to any such acreage or tract, to pay to the Association an annual assessment or charge as well as any special assessment duly authorized. The annual assessment and/or special assessment or charge, together with interest, cost and reasonable attorneys fees, shall, to the full extent permitted by law, be a charge against and a lien upon that portion of the acreage which comprises the subject property owned or held by each respective Owner and shall be a continuing lien upon that portion of the acreage which comprises the subject property against which such annual assessment or charge, as the case may be, is made. Each such annual assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person or entity who was the Owner of that portion of the acreage which comprises the subject property against which such assessment is made at the time such assessment or charge, as the case may be, was due. The various committees are expressly authorized to collect and administer all assessments or charges established by these Declarations or any duly adopted future by-laws of the Association and for which a particular committee is given responsibility.

(b) Tract with Public Road Access: Tracts having public road access are not exempt from the road maintenance component of any road and water well assessment.

8.02 Lien for Assessment or Charge: The lien for any assessment or charge shall be subordinate to the lien created by any superior mortgage securing a purchase money or improvement loan. The sale or transfer of any portion of the acreage which comprises the subject property shall not affect the assessment or charge lien and such sale or transfer shall be subject to such lien. No sale or transfer shall relieve the Owner of any portion of the acreage which comprises the Subject Property against which such assessment or charge is made from individual liability for the assessment or charge made during the period of his, her, their, or its ownership and extinguishment of the lien shall not relieve such Owner of his, her, their or its personal obligation and liability. No lien for any assessment or charge shall be impressed against any portion of the acreage which comprises the subject property as long as the Veterans Land Board of the State of Texas holds record title thereto; provided, however, that this only applies to purchases made under The Veterans Land Board of the State of Texas Program.

8.03 PERIMETER FENCING: Each owner of a tract which has a boundary on the perimeter of the Mailtrail Valley Ranch property shall have the duty to repair and maintain the fencing on said boundary in a condition sufficient to turn cattle, horses, goats and sheep from entering the Mailtrail Valley Ranch from the neighboring property. Should a owner fail or refuse to repair or maintain said perimeter fencing so as to turn said livestock as above-stated, then upon ninety (90) days notice from the Landowners' Association, said Association shall be entitled to enter the owner's tract and conduct said repair or maintenance, and said Association is hereby granted all the customary and necessary easements and other rights of temporary access as may be needed to perform said repair or maintenance. The Association and its designee shall likewise have the right, after notice provided either verbally and in general at a member's meeting or after written notice provided to specific owners, to enter upon the tracts having such boundaries for the purpose of inspecting the condition of said fencing. The easements and rights of access granted in this provision are temporary and should be exercised as quickly and infrequently as necessary to accomplish the purposes of this provision. The cost of such maintenance or repair by the Association shall, if specifically elected by the Association, be a debt owed by the owner to the Association and, if not paid within thirty (30) days after demand, the same shall constitute a lien upon the owner's tract to be collected as provided in these Declarations for the collection of road dues and other assessments, or as same may be otherwise collected and enforced by applicable law. The Association may also elect, for the benefit of all of Mailtrail Valley Ranch and its owners, to use annual or special assessments for the repair and maintenance of such fencing and specifically elect to not require repayment by the owners of the affected tracts, in which case no debt is due and no lien is created.

## ARTICLE NINE

### PLATS, EASEMENTS, AMENDMENTS AND OTHER MATTERS

9.01 Plats: There is reserved unto Declarant, and Declarant's successors in interest and assigns, the right to plat and/or replat the property, as well as any lands adjacent to the property owned by Declarant (whether at the date hereof or acquired in the future) and added to the property by Supplemental Declaration, and the Owners and Owners' Association formed herein do by acceptance of the Deed and benefits of these protective covenants appoint and constitute the Declarant (and Declarant's successors and assigns as applicable) as their agent and attorney in fact for the purpose of planning, preparing and filing of plats and/or replats (including road and easement configurations) to meet and fulfill governmental regulations or requirements, including but not limited to the regulations of subdivisions and roads by Edwards County, Texas, and/or as may be required by the Texas Veteran's Land Board.

9.02 Easements Reserved: (a) There is reserved unto Declarant, and Declarant's successors and assigns, the right to the use of the subdivision easements described herein for purposes of access, ingress and egress, and for the installation and maintenance of utilities, and the right to grant and assign same to and for the benefit of and access to any tract within the property and any adjacent lands owned, now or in

the future, by the Declarant or Declarant's successors and assigns. Provided, an Owner other than Declarant and Declarant's successors in interest has no authority to and shall not grant an easement to third parties for access to lands not encompassed in MAILTRAIL VALLEY RANCH RANCH without the consent of Declarant or Declarant's successors in interest. It is contemplated that Declarant will develop adjacent property and the easement will be necessary for the Owners of any future development. The Association and all Owners, if same is deemed necessary by Declarant or Declarant's successors in interest, shall grant to future owners of developed adjacent property all rights of access, ingress and egress, including the right of installation and maintenance of utilities.

(b) All platted subdivision roads, as described on the various recorded Plats of the subdivision, other than any county or other public road within said subdivision, are hereby declared private to the respective owners of the tracts actually accessed by a particular road, and said owner's heirs, successors, personal representatives, assigns, guests and invitees. No other person, party or entity shall have the authority or privilege to enter upon or use the subdivision roads accessing such tracts without the consent of an owner of one or more of said tracts. Absent such consent, no owner of a tract within Mailtrail Valley Ranch has the authority or privilege to enter upon or otherwise use a subdivision road except for the road or roads actually accessing his or her tract, or any portion thereof. This provision may be enforced, and violations of same may be penalized, by all applicable law, civil and criminal. This amendment does not amend or otherwise affect those provisions hereof requiring the Landowners' Association to maintain said roads, those provisions regarding such road's status as a utility and waterline easement, or any other provision not clearly in conflict with or contrary to this amendment. This restriction is not to be construed so as to affect the character of subdivision roads as private easements. Notwithstanding the foregoing, this provision applies only to "non-thru" roads or, in other words, roads that ultimately dead end within the property and it specifically does not apply to any easement road that passes through or out of the subdivision.

(c) Gates: A gate may be placed across any of said roads and such gate may be kept locked upon the unanimous agreement of all of the owners of the tracts either wholly or partly situated behind said gate and, if any, the owners of any tracts which adjoins said road behind said gate. At any time that all such owners evidence their agreement in writing concerning the placement and locking of such gate, and said agreement properly identifies all the tracts involved, is executed by all of the then current owners of said tracts, and said document is otherwise suitable for recordation, it may be recorded in the real property records of Edwards County and such agreement may not thereafter be terminated or amended except upon the unanimous written agreement of all of the then current owners of said tracts, signed by all such owners and recorded in the real property records of Edwards County, Texas. Notwithstanding the foregoing, this provision applies only to "non-thru" roads or, in other words, roads that ultimately dead end within the property and it specifically does not apply to any easement road that passes through or out of the subdivision. Furthermore, should the owners under this provision elect to install a gate as provided herein and thereafter Declarant exercises its right under Article III to create, dedicate or otherwise establish an easement for access to adjacent lands as an additional phase of development, such road shall then be considered a "thru" road without the dead end as it was initially platted and therefore the gate may be removed by Declarant or any of the Owners of the adjacent lands until such time as this provision is again elected by all Owners behind said gate as above provided, including the Owners of said adjacent lands.

**9.03 NOTICE.** IT IS HEREBY EXPRESSLY AGREED AND UNDERSTOOD BETWEEN THE DECLARANT, EACH AND EVERY MEMBER OF THE ASSOCIATION AND THE ASSOCIATION, THAT NEITHER THE DECLARANT, NOR ANY OWNER NOR THE ASSOCIATION HAS THE RIGHT TO REQUEST THE COUNTY OF EDWARDS, STATE OF TEXAS, TO SUPERVISE, CONTROL, CONSTRUCT OR MAINTAIN THE ROAD EASEMENT UNTIL SUCH TIME AS SAID ROAD EASEMENT HAS BEEN IMPROVED TO SUCH AN EXTENT THAT IT MEETS THE COUNTY SPECIFICATIONS FOR LIKE OR SIMILAR ROADS THAT ARE IN EXISTENCE AT THE TIME ANY SUCH REQUEST BE MADE.



9.04 The Declarant or any Owner shall have the right to enforce by any legal proceeding at law or in equity, as the case may be, all of the covenants, conditions, or restrictions now or hereafter imposed under or by virtue of the terms, conditions and provisions of this Declaration. Failure to enforce any covenant, condition or restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter.

9.05 Savings Clause: Invalidation of any one (1) or more covenants, conditions, or restrictions contained in this Declaration by judgment and/or court order and/or otherwise, as the case may be, shall in no way affect any of the other covenants, conditions, and restrictions herein contained and all such other covenants, conditions and restrictions herein contained shall remain in full force and effect.

9.06 Covenants Binding For 20 Years: The terms, conditions, and provisions of this Declaration shall run with and bind the subject property, and shall inure to the benefit of and be enforceable by the Declarant or the Owner of any of the acreage which comprises the subject property, as the case may be, and their respective legal representatives, successors and assigns, and shall be effective for a period of twenty (20) years from the date of this Declaration, after which time the terms, conditions, and provisions of this Declaration shall be automatically extended for successive periods of ten (10) year.

9.07 Amending These Protective Covenants: The terms, conditions and provisions of this Declaration may be amended by an instrument signed by not less than eight-five percent (85%) of the Owners of the acreage which comprises the Subject Property.

9.08 Amendment By Declarant: This Declaration, and any of its terms, conditions and provisions, may be amended by the Declarant without joinder of any other party, including but not limited to Owners or Holders of any portion of the property, for four (4) years after the filing hereof in the county property records if said amendment does not materially affect the owners and serves (i) to correct a minor error or errors herein, and/or (ii) for the reasonable improvement of the property. No amendment shall be effective until recorded in the Office of the County Clerk of Edwards County, Texas, nor until the approval of any governmental regulatory body which is required shall have been obtained. Each Owner's purchase of a tract and his or her corresponding acceptance of these restrictions shall be deemed to constitute a waiver of notice by such Owners of any such proposed amendment by Declarant under this provision.

9.09 Owner's Responsibilities Terminate: The liability of any Owner for performance of any of the terms, conditions and provisions of this Declaration shall terminate upon sale, transfer, assignment and/or other divestiture of said Owner's entire interest in and to his respective portion of the subject property with respect to any obligations arising from and after the date of such sale, transfer, assignment, and/or other divestiture.

9.10 Singular and Plural: As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine and the neuter unless the context requires the contrary. All headings and paragraph numbers are not a part hereof and shall not affect the interpretation of any of the terms, conditions and provisions of this Declaration.

9.11 This Declaration, as well as any supplement or amendment thereto and any valid action or directive made under and by virtue of it, shall be binding upon the Declarant and the Owners of any of the acreage

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which comprises the subject property, their legal representatives, successors and assigns.

EXECUTED the 15<sup>th</sup> day of January, 2010, 2009.

Declarant: HIGH COUNTRY - MAILTRAIL VALLEY RANCH, LLC,  
a Texas limited liability company.

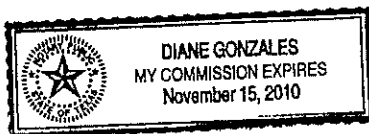
By: [Signature]  
WILLIAM C. COCKE, SR.  
Sole Member

THE STATE OF TEXAS §

ACKNOWLEDGMENT

COUNTY OF EDWARDS §

This instrument was acknowledged before me on this 15 day of January,  
2010 by WILLIAM C. COCKE, SR., sole member of HIGH COUNTRY - MAILTRAIL VALLEY  
RANCH, LLC, a Texas limited liability company, on behalf of said company.



[Signature]  
Notary Public in and for the State of Texas

After recording, please return to:  
Rocksprings Abstract & Title Co.  
PO Box 1062  
Rocksprings, TX 78880

#2009-1-020



FEB 12 2010

SHERRI GAITHER  
COUNTY CLERK  
EDWARDS COUNTY, TEXAS  
By: [Signature] Deputy