

Southern Investments, Inc.  
to  
The Public

Filed July 26, 1993  
Recorded Volume 117, pages 380-386  
Terrell County Deed Record

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR INDIAN CREEK RANCH

STATE OF TEXAS       \*  
                          \*       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF TERRELL   \*

THAT WHEREAS, SOUTHERN INVESTMENTS, INC., a Texas Corporation (hereinafter referred to as the "Declarant") is the owner of certain real property (hereinafter referred to as the "Property" or "Indian Creek Ranch") more fully described as follows:

All that certain tract or parcel of land containing 14,442.13 acres, more or less, in Terrell County, Texas, and being more particularly described on Exhibit "A" attached hereto and herein incorporated by reference for all purposes.

AND WHEREAS, in order to carry out a general plan of development and preserve the character and the beauty of the Property, Declarant believes that restrictions, covenants, and conditions should be established for the ranch;

NOW, THEREFORE, it is hereby declared that all of the tracts in Indian Creek Ranch shall be held, transferred, conveyed, improved and occupied in accordance with the covenants, conditions and restrictions as hereinafter set forth, which shall run with the land and be binding on all parties having any interest therein.

ARTICLE I

That these covenants, conditions and restrictions are to run with the land and shall be binding on the future owners, and all persons claiming under any future owner, until January 1, 2012 at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the then owners of the majority of the land in the ranch, it is agreed to change said covenants in whole or part.

ARTICLE II

That the Property shall not be used for any commercial hunting, nor business purposes, nor have any commercial or manufacturing purposes. There exists a grazing lease on this Property. Any future owner shall have no obligation to continue this lease and may cancel the lease on his/her property by: 1) constructing fencing that

meets local standards and is adequate to keep Lessee's livestock off his/her property, and 2) then giving Lessee thirty (30) days advance notice that he/she wishes to not participate in the lease. All future owners agree not to impede the flow of water through water lines that may cross the his/her property. Declarant and/or Lessee, or their agents, reserve the right of ingress and egress across any future owner's property to maintain such water lines and control predators.

#### ARTICLE III

That no automobile, truck, trailer, or other vehicle shall be abandoned on the Property, nor shall there be any dumping or placing of unsightly objects of any kind on the Property.

#### ARTICLE IV

That any sewage disposal system constructed shall be built in full compliance with regulations and specifications of any and all governmental units having jurisdiction in such matters.

#### ARTICLE V

That no disposal of any kind shall be allowed that would pollute any stream or body of water or which would be unsightly, offensive, or otherwise adversely affect the natural beauty and value of the Property.

#### ARTICLE VI

That no structure of any kind (including hunting blinds) shall be permitted within 300 feet of any roadway easements, or within three hundred (300) feet of any property line. All future owners are advised that the property they purchase fronts on a private road, that the property line is the center of the road, and that there is a roadway easement retained across the Property for the use of Declarant and other property owners in Indian Creek Ranch. No easement or access shall be granted to property located outside of Indian Creek Ranch without the express written consent of Declarant. No tract may be subdivided without the express written permission of Declarant.

#### ARTICLE VII

That no swine shall be permitted.

#### ARTICLE VIII

That since road improvement and maintenance in the development is of importance to all property owners, all future owners authorize Declarant to improve and maintain such roads for the common good and to charge each property owner a fee of \$0.50 per acre per year. Such charge shall not be assessed against Declarant. Such charge shall not exceed \$300.00 per tract, per year. Declarant is authorized but not obligated to collect this road maintenance charge or maintain said roads. Such charge shall be made by direct billing to the future property owners and all future property owners hereby authorize Declarant, at Declarant's option, to deduct such charge from any payments made by the future owners under any seller-financed note or contract for deed, and any such charge so deducted will not be credited to the payment on the balance due on the purchase price, principal or interest. It is understood and agreed that this road maintenance charge (if not paid within sixty (60) days of billing date) shall become a lien against the tract being conveyed, permitting Declarant, or Declarant's assigns, such rights to enforce said liens as may be set forth in Section 51.002 of the Texas Property Code, as amended from time to time.

#### ARTICLE IX

That at such time as Declarant may determine at Declarant's sole discretion, the Declarant shall have the authority but not the obligation to notify each tract owner of the time, date, and a place of a meeting of all tract owners to be held for the purpose of organizing a Property Owners' Association. A majority of the votes of the tract owners in attendance at such meetings or by written proxy shall be sufficient to transact business at such meeting. Each tract owner, including Declarant, attending or represented by written proxy at such meetings, shall have one vote for each tract owned by such owner on all business to come before the meeting. Upon the creation and organization of such organization, as non-profit corporation, or otherwise, Declarant shall transfer and assign to the Association the current balance of the road improvement and maintenance, if any. Thereafter such Association shall have the

power, authority and obligation to maintain the roadways of the development and collect the road maintenance assessment. All such assessments upon any tract in the development shall become the personal obligation of the owners of such tract and such Association is hereby granted a lien upon each tract to secure the payments of such assessments, permitting said Association such rights to enforce said liens as may be set forth in Section 002 of the Texas Property Code, as amended from time to time.

#### ARTICLE X

No deviation of any kind shall be permitted from these restrictions, covenants and conditions, unless permission is granted in writing by the Declarant.

#### ARTICLE XI

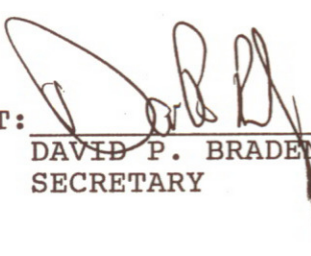
If any of the owners of the tracts, or their successors or assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for Declarant, its successors and assigns, or any person or persons owning any tracts covered hereby, to prosecute any proceedings at law or in equity against the person or person violating or attempting to violate any such covenants and either to prevent him/her or them from so doing or to recover damages for such violation.

#### ARTICLE XII

The invalidation of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

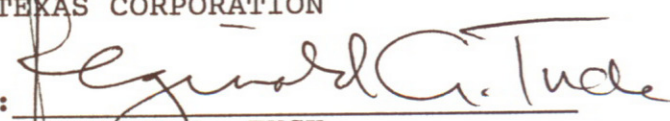
IN WITNESS WHEREOF, the undersigned have executed this document on this the 11<sup>th</sup> day of July, 1993.

ATTEST:

  
\_\_\_\_\_  
DAVID P. BRADEN, JR.,  
SECRETARY

SOUTHERN INVESTMENTS, INC.,  
A TEXAS CORPORATION

BY:

  
\_\_\_\_\_  
REGINALD A. TUCK,  
VICE PRESIDENT

STATE OF TEXAS

\*

\*

COUNTY OF TERRELL

\*

BEFORE ME, the undersigned authority, on this day personally appears REGINALD A. TUCK, Vice President of SOUTHERN INVESTMENTS, INC., a Texas Corporation, known to me to be the person whose name

is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11<sup>th</sup> day of July, 1993.



Notary Public, State of Texas  
My Commission Expires: March 26, 1997

DON W. VOELKEL  
Notary's Typed/Printed Name



| Survey No. | Survey                | Block | Abstract No. | Acres   |
|------------|-----------------------|-------|--------------|---------|
| 3          | Bex. S-42212          | S-3   | 704          | 97.00   |
| 5          | Bex. S-34651          | D-6   | 855          | 320.54  |
| 12         | Joe Stanley           | D-6   | 2311         | 633.48  |
| 13         | Bex. S-34655          | D-6   | 859          | 634.91  |
| 18         | Howard Johnson        | D-6   | 2469         | 638.86  |
| 19         | Bex. S-34658          | D-6   | 862          | 640.02  |
| 20         | Howard Johnson        | D-6   | 2470         | 634.00  |
| 21         | Bex. S-34659          | D-6   | 863          | 634.00  |
| 22         | Mrs. Minnie Gay Denny | D-6   | 2781         | 640.59  |
| 23         | Bex. S-34660          | D-6   | 864          | 640.30. |
| 25         | Bex. S-34661          | D-6   | 865          | 632.63  |
| 26         | R. V. Spears          | D-6   | 2982         | 554.27  |
| 27         | Bex. S-34662          | D-6   | 866          | 292.66  |
| 28         | John A. Martin        | D-6   | 2973         | 415.87  |
| W/pt.30    | John D. Ogle          | D-6   | 2808         | 250.26  |
| E/pt.30    | John A. Martin        | D-6   | 2968         | 304.97  |
| 31         | Bex. S-34664          | D-6   | 868          | 632.78  |
| 32         | A. A. Burdwell        | D-6   | 2241         | 633.85  |
| 33         | Bex. S-34665          | D-6   | 869          | 633.55  |
| 34         | W. P. Thorp           | D-6   | 2438         | 639.94  |
| 55         | Bex. S-34676          | D-6   | 880          | 639.31  |
| 56         | Howard Johnson        | D-6   | 2474         | 633.54  |
| 57         | Bex. S-34677          | D-6   | 881          | 632.03  |
| 58         | John D. Ogle          | D-6   | 2809         | 627.62  |
| 59         | Bex. S-34678          | D-6   | 882          | 183.84  |
| 65         | Bex. S-34681          | D-6   | 885          | 593.33  |
| 66         | John J. Foster        | D-6   | 2512         | 627.98  |

THENCE, with or near a fence: S.00°27'20"E. 11,100.12 ft. to a cornerpost at a cross fence to the northwest; S.01°21'51"E. 407.56 ft. to a fence endpost near the top edge of a bluff; and down said bluff, S.01°03'00"W. 204.83 ft. to the southeast corner of the herein described tract on the north bank of the Rio Grande River;

THENCE, along the north bank of the Rio Grande River: N.65°22'37"W. 409.70 ft. to an existing  $\frac{1}{4}$ " iron stake; N.60°44'52"W. 98.03 ft.; N.20°29'35"W. 238.88 ft.; N.60°00'19"W. 635.76 ft.; N.70°47'46"W. 393.73 ft. to a fence endpost; N.87°22'02"W. 91.05 ft.; S.82°11'16"W. 604.18 ft.; S.65°39'45"W. 766.37 ft.; N.76°44'45"W. 202.62 ft.; N.15°03'33"W. 123.98 ft.; S.55°32'45"W. 125.42 ft.; S.54°00'58"W. 619.93 ft.; S.15°19'13"W. 668.47 ft.; S.17°08'03"W. 290.61 ft.; S.08°14'18"W. 578.89 ft.; S.03°10'03"E. 635.28 ft.; S.08°24'56"E. 1329.42 ft.; S.10°56'43"W. 625.32 ft.; and S.23°19'54"W. 564.46 ft. to the south line of Survey No. 59;

THENCE, along the south line of Survey No. 59 and the E.  $\frac{1}{4}$  of Survey No. 30; S.89°17'45"W., at approximately 991 ft. passing the southerly common corner of Survey No. 59 and the E.  $\frac{1}{4}$  of Survey No. 30, then continuing for a total distance of 2875.69 ft. to the north bank of the Rio Grande River;

THENCE, along the north bank of the Rio Grande River: N.26°00'37"W. 894.07 ft.; N.44°42'41"W. 460.88 ft.; N.67°10'14"W. 640.53 ft.; S.87°45'55"W. 328.42 ft.; S.73°11'30"W. 441.06 ft.; S.62°38'33"W. 489.28 ft.; S.58°49'19"W. 443.79 ft.; S.51°59'45"W. 1335.93 ft.; S.59°28'50"W. 911.34 ft.; S.66°38'49"W. 896.56 ft.; S.57°03'00"W. 896.56 ft.; S.59°55'47"W. 761.10 ft.; N.80°43'42"W. 812.54 ft.; N.53°48'01"W. 384.87 ft.; N.25°32'14"W. 639.46 ft.; N.44°14'25"W. 654.80 ft.; N.60°45'39"W. 404.36 ft.; N.76°32'14"W. 713.09 ft.; S.81°17'35"W. 454.64 ft.; S.73°47'57"W. 694.30 ft.; N.85°04'57"W. 539.06 ft.; N.62°13'15"W. 1037.58 ft.; N.77°25'41"W. 562.97 ft.; N.86°27'22"W. 803.38 ft.; S.66°58'45"W. 377.86 ft.; S.53°08'04"W. 986.03 ft.; S.30°55'22"W. 594.30 ft.; S.16°20'38"W. 681.43 ft.; S.04°52'53"E. 611.81 ft.; S.25°04'28"E. 848.64 ft.; S.21°22'32"E. 575.70 ft.; S.11°40'27"E. 430.02 ft.; S.24°07'49"W. 531.82 ft.; S.56°41'47"W. 574.91 ft.; S.83°38'27"W. 938.37 ft.; and S.77°58'52"W. 890.85 ft. to the southwest corner of Survey No. 3;

THENCE, along the west line of Survey No. 3, N.00°45'25"W. 1987.15 ft. to a  $\frac{1}{4}$ " iron stake set for a reentrant corner of the herein described tract in the south line of Survey No. 26;

THENCE, along the south line of Surveys No. 25 and No. 26, S.89°14'35"W., at approximately 1986.6 ft. passing the southerly common corner of Surveys No. 25 and No. 26, then continuing for a total distance of 7236.11 ft. to the southwest corner of Survey No. 25;

THENCE, along the west line of Survey No. 25, N.00°45'25"W. 5249.50 ft. to the northwest corner of Survey No. 25;

THENCE, along the north line of Survey No. 25, N.89°14'35"E. 5249.51 ft. to a fence cornerpost at a stone mound for a reentrant corner of the herein described tract, a corner common to Surveys No. 23, No. 25 and No. 26;

THENCE, with or near a fence: N.00°47'06"W. 5163.59 ft. to a cornerpost at a cross fence to the east, and N.00°43'47"W. 5336.95 ft. to the PLACE OF BEGINNING containing 14,442.13 acres of land, more or less, within these metes and bounds.

I hereby certify that these field notes are an accurate description of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or corners; and that all property corners are as stated.

Dated this 13th day of November, 1992

*Don W. Voelkel*

Don W. Voelkel  
Registered Professional Land Surveyor No. 3990



EXHIBIT "A"