

The Preserve Phase I & II Restrictions

Below are the general restrictions A&G Land Management uses on all ranch developments.

1. These covenants are to run with the land and shall be binding on the Purchaser and all persons claiming under them. Purchaser understands that these restrictions and covenants are filed in the Real Property Records of Edwards County, Texas.
2. That at such time as SELLER may determine at his sole discretion, the SELLER shall have the authority but not the obligation to notify each 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 Owner's 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 SELLER, attending or represented by written proxy at such meetings shall have one vote for each tract owned by such owner on all business to come before the meeting. Upon the creation and organization of such organization, as non-profit corporation, or otherwise, SELLER shall transfer and assign to the association the current balance of the road improvement and maintenance, if any. Thereafter such association shall have the power, authority and obligation to maintain the roadways of the development and collect the road maintenance assessment. All such assessments upon any tract in the development shall become the personal obligation of the owners of such tract and such association is hereby granted a lien upon each lot to secure the payments of such assessments, permitting said association such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended time to time. It is understood that SELLER, or SELLER'S assigns, shall not be responsible for paying this assessment under any circumstances. In the event a lien has been placed on property to secure the payment of assessments and that property is repossessed or otherwise transferred to SELLER it is understood that all such liens will be released.
3. PURCHASER hereby authorizes SELLER or the Property Owner Association to charge each property owner a maintenance fee which will be used to maintain the highway entrances, roads, and any other maintenance deemed necessary by the seller or property owners association. Such charge shall be made by direct billing to the property owner. If PURCHASER refuses to make said payments, PURCHASER hereby authorizes SELLER, at SELLER's option, to deduct such charge from payments made by PURCHASER, and any such charge so deducted will not be credited to the payment on the balance due on the purchase price, principal or interest. It is understood and agreed that this road maintenance charge (if not paid within 60 days of billing date) shall become a lien against the tract being conveyed, permitting SELLER and/or the Property Owner Association such rights to enforce said liens as may be set forth in Sec. 51.002 of the Texas Property Code, as amended time to time.
 - a. Those tracts of land which front exclusively on a state or county maintained road will be charged a maintenance fee of \$.50 per acre, per year, not to exceed \$150.00.
 - b. All other tracks of land will be charged a maintenance fee of \$1.00 per acre, per year, not to exceed \$400.00.

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4. There exists a grazing lease on this property used to maintain the current 1-d-1 agriculture exemption and as a source of funds for improvements managed by the Property Owners Association. Purchaser is obligated to continue this lease as long as such lease exists. The purchaser understands that livestock may be present on their land and that sources of water on the land that existed when the property was purchased may be used for said livestock. If Purchaser desires to remove or alter any existing fences on their property, the Property Owner Association shall be notified in advance in order to advise the Lessee to assure control of the livestock. All wildlife feed stations and housing yards can have fencing constructed to prevent the livestock from entering these areas. The fenced area should not exceed 5 acres. Feed station fencing should be large enough such that spin feeders do not broadcast the feed outside of the fence. This will minimize livestock damage to the fencing.
5. Hunting of all kinds for all game or other animals, whether on foot or by vehicle, is prohibited on or from roads in the Preserve. That the above property herein shall not be used for commercial or day lease hunting or any manufacturing purposes.
6. Hunting of exotic and whitetail species will be managed by the Property Owner Association with assistance from the Edwards County Game Biologist. All legal firearms and archery equipment as defined by the Texas Parks and Wildlife are allowed to harvest game. The purpose of the game harvest restriction program is to create a management plan that will ensure that an over or under harvest of animals does not occur. This program will make certain that hunting on the Preserve will be available for generations to enjoy.
 - a. An Edwards County appointed game biologist will do annual surveys to make certain that the number of animals harvested each season will meet the harvest requirements for this specific ranch. This biologist will work with the Property Owners Association to develop a plan each year for the recommended number of male and female game animals that need to be harvested.
 - b. The Preserve has both native and exotic game, each species will have antler or horned minimum size harvest requirements to insure that only mature or inferior animals are harvested. Females and inferior animals of all species will be available for harvest as recommended by the game biologist and enforced by the Property Owners Association.
 - c. Initial minimum antler and horn requirements for the managed male game animals are as follows (until the game biologist and the Ranch Owner Association approves otherwise):

Whitetail deer: minimum sixteen inch inside antler spread and minimum eight total points. There will be a limit of 1 whitetail buck per 100 acres of property owned (not including inferior animals as defined by the Game Biologist).

Rocky Mountain Elk: minimum six points on either the left or right main beam of antlers. No more than 1 bull elk may be taken per tract with a season extending from September 1 through October 31. Specific breeder bull elk which are identified by the Game Biologist or Property Owners Association will be restricted from harvest as a means to assure a quality herd.

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- Axis deer:** minimum twenty eight inch on either side of main beam from base of antlers to tip of antlers. There will be a limit of 1 Axis buck per 150 acres of property owned.
- Fallow deer:** minimum of four inch palmed antler on either side of main beams (No point requirement). There will be a limit of 1 Fallow buck per 150 acres of property owned.
- Blackbuck Antelope:** minimum eighteen inch horn on either side. There will be a limit of 1 Blackbuck buck per 150 acres of property owned.
- Sika deer:** minimum four points on either side of antlers. There will be a limit of 1 Sika buck per 150 acres of property owned.
- Aoudad sheep:** minimum twenty-five inch horn on either side. There will be a limit of 3 Aoudad sheep per 150 acres of property owned.
- Ram:** No limit.
- Emu:** No limit.
- Hogs:** No limit.
- d. Any deviation from the harvest minimums can result in **animal replacement fees** enforced by the Property Owner Association.
 - e. Turkey, dove and quail limits are as defined by the Texas Parks and Wildlife harvest limits.
7. That no automobile, truck, trailer, or other vehicle shall be abandoned on this property, nor shall there be any dumping or placing of unsightly objects of any kind on the property.
 8. That no structure of any kind (including hunting blinds and/or deer feeders) shall be permitted within 100 feet of any public road, any roadway easement or any property line. Permanent feed stations that already existed on the property and fail to meet these restrictions may continue to be used.
 9. No noxious or offensive activity shall be carried on upon any tract nor shall anything be done thereon which may be or become an annoyance or nuisance to any adjoining tract. No tract shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Texas, the County of Edwards, if applicable, or any other governmental agency having jurisdiction thereof.
 10. Not more than two residences shall be permitted on any tract unless already present at the time of purchase. No communal residences shall be permitted. All new residences shall be constructed following all county requirements for residential construction and county approved septic systems.
 11. That no commercial swine operation shall be permitted.
 12. PURCHASER agrees not to impede the flow of water in existing water lines, tanks, or troughs that are on his property and provide water to other properties. The

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PURCHASER grants ingress and egress to persons who need to maintain said improvements and wells.

13. That no tract may be subdivided without the express written consent of the SELLER. This restriction will not prevent the Texas Veteran's Land Board (TVLB) from deeding a tract to a veteran for the purpose of a home site.
14. No deviation of any kind shall be permitted from these restrictions unless permission is granted in writing by the SELLER.

AMENDMENTS TO THE RESTRICTIONS AND CONDITIONS FOR THE PRESERVE PHASE I AND II

AMENDMENT 1

THIS AMENDMENT is made this 7th day of August, 2004

Article 11 of the restrictions is amended by deleting that section in its entirety and substituting therefore the following.

11. Not more than two residences shall be permitted on any tract unless already present at the time of purchase. All residences will be connected to a state and county approved septic system. No communal residences shall be permitted. All new residences shall be constructed following all county requirements for residential construction. No single wide mobile homes are permitted. Double wide manufactured homes are permitted but shall not be older than four years and must be skirted with a stone or masonry material. Travel trailers are allowed but can not be permissibly affixed to the property. Travel trailers must remain fully operational and current with the State tags where registered.

AMENDMENT 2

THIS AMMENDMENT is made this 14th day of October, 2004

Article 6 of the restrictions is amended with a note as follows:

NOTE: ANY TRACT WITHIN 5 ACRES OF MEETING THE NEXT GAME HARVEST LEVEL ARE ALLOWED TO HARVEST THE GAME NUMBERS ASSOCIATED WITH THAT NEXT LEVEL.

AMENDMENT 3

THIS AMENDMENT is made this 7th day of January, 2005

Ariltce 4 of the restrictions is amended to include 4a and 4b as follows:

4a. If a cattle lease contract is NOT in effect at the time of purchase requiring all tracts to be included in the cattle lease then the tract owner may completely LOW fence their property to

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restrict cattle from entering their tract. The property owner is responsible for all repairs of the fence installed. The property owner must provide at least 6 months notice to the Developer or Property Owners Association prior to being excluded from an existing cattle lease which allows exclusion. **NOTE: THE EDWARDS COUNTY TAX OFFICE WILL BE NOTIFIED OF EXCLUSION FROM THE CATTLE LEASE CONTRACT AND IT WILL BE THE RESPONSIBILITY OF THE LAND OWNER TO NOTIFY THE TAX OFFICE SPECIFIC TO THEIR PLANS TO MAINTAIN THE 1-D-1 AG EXEMPTION OR TO QUALIFY FOR A WILD LIFE EXEMPTION. PROPERTY TAXES WILL SIGNIFICANTLY INCREASE IF AG OR WILDLIFE EXEMPTION IS NOT MAINTAINED OR OBTAINED.**

4b. The annual Maintenance fee as noted in Article 3 will be increased by an amount equivalent to what the cattle lease generates in funds on a per acre basis. The Developer or the Property Owners Association will provide the current rate on an annual basis. A prorated charge will be calculated for the year the exclusion is elected. The rate at the time of initiating this amendment is an additional \$1.92 per acre.

AMENDMENT 4

THIS AMMENDMENT is made this 17th day of September, 2005

Article 6c of the restrictions is amended with changes to the animal harvests as follows. These restrictions will stay in effect unless changed at the next POA Animal Survey meeting (scheduled in September of each year):

Species	Survey count	Recommended harvest	Male Limits	Female Limits
Whitetail Deer	593	64 buck, 100 doe	1 buck per 100 acres. Bucks 8 points and higher must be at least 16" wide. Cull bucks 8 points and less must be at least 4 yrs old.	1 doe per 100 acres plus 1 additional doe per tract.
Axis Deer	242	30 buck, 35 doe	1 buck per 150 acres. Bucks antlers must be at least 28 inches in length (base to tip).	1 doe per 150 acres
Aoudad Sheep	274	28 ram, 25 ewe	3 of either sex per 150 acres. No horn limit)	
Elk	153	12 bull, 20 cow	1 bull per tract with bulls requiring at least 6 points on one side.	1 cow per tract
Black Buck Antelope	74	6 buck, 9 doe	1 buck per 150 acres. Bucks horns must be at least 20 inches in length (base to tip around curls)	1 doe per 150 acres

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Feral and Russian Boar (all species)	N/A	N/A	NO LIMIT
Emu	N/A	N/A	NO LIMIT
Dove/Quail	N/A	N/A	Per Edwards County Game Limits
Fallow Deer	67	-	NO HARVEST ALLOWED
Oryx	48	-	NO HARVEST ALLOWED
Other species (Piere David Deer, Sika Deer, Buffalo)	N/A	-	NO HARVEST ALLOWED
Note 1:	Harvest of Whitetail deer should not exceed the Edwards County Game limits set by Parks and Wildlife. All hunting restrictions should be followed.		
Note 2:	Only hogs may be hunted at night		

AMENDMENT 5

THIS AMENDMENT is made this 25th day of September, 2006

Article 4 of the restrictions is amended as follows:

- a. If a cattle lease contract is in effect at the time of purchase NOT requiring all tracts to be included in the cattle lease then the tract owner may completely LOW fence their property to restrict cattle from entering their tract. The property owner is responsible for all repairs of the fence installed. The property owner must provide at least 6 months notice to the Developer or Property Owners Association prior to being excluded from an existing cattle lease which allows exclusion. NOTE: THE EDWARDS COUNTY TAX OFFICE WILL BE NOTIFIED OF EXCLUSION FROM THE CATTLE LEASE CONTRACT AND IT WILL BE THE RESPONSIBILITY OF THE LAND OWNER TO NOTIFY THE TAX OFFICE SPECIFIC TO THEIR PLANS TO MAINTAIN THE 1-D-1 AG EXEMPTION OR TO QUALIFY FOR A WILD LIFE EXEMPTION. PROPERTY TAXES WILL SIGNIFICANTLY INCREASE IF AG OR WILDLIFE EXEMPTION IS NOT MAINTAINED OR OBTAINED.
- b. The annual Maintenance fee as noted in Article 3 will be increased by an amount equivalent to what the cattle lease generates in funds on a per acre basis. The Developer or the Property Owners Association will provide the current rate on an annual basis. A prorated charge will be calculated for the year the exclusion is elected. The rate at the time of initiating this amendment is an additional \$1.26 per acre.

Article 6 of the restrictions is amended as follows:

- c. Animal harvests are as follows. These restrictions will stay in effect unless changed at the next POA Animal Survey meeting (scheduled in September of each year):

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Species	Survey count	Recommended harvest	Male Limits	Female Limits
Whitetail Deer	692	59 buck, 119 doe	1 buck per 100 acres. Bucks 8 points and higher must be at least 16" wide. In addition to the above, 1 cull buck may be taken per tract. Cull bucks must be 8 points or less and must be at least 4 yrs old.	1 doe per 100 acres plus 2 additional doe per tract.
Axis Deer	213	22 buck, 33 doe	1 buck per 150 acres. Bucks antlers must be at least 28 inches in length (base to tip).	1 doe per 150 acres
Aoudad Sheep	195	25 ram, 25 ewe	3 of either sex per 150 acres. No horn limit)	
Elk	133	10 bull, 24 cow	1 bull per tract with bulls requiring at least 6 points on one side.	1 cow per tract
Black Buck Antelope	67	5 buck, 8 doe	1 buck per tract. Bucks horns must be at least 20 inches in length (base to tip around curls)	No doe harvest
Feral and Russian Boar (all species)	N/A	N/A	NO LIMIT	
Emu	N/A	N/A	NO LIMIT	
Dove/Quail	N/A	N/A	Per Edwards County Game Limits	
Fallow Deer	68	5 bucks, 16 doe	1 buck allowed per tract with at least a 4 inch palmation. No doe harvest.	
Oryx	48	-	NO HARVEST ALLOWED	
Other species (Piere David Deer, Sika Deer, Buffalo)	N/A	-	NO HARVEST ALLOWED	
Note 1:	Harvest of Whitetail deer should not exceed the Edwards County Game limits set by Parks and Wildlife. All hunting restrictions should be followed.			
Note 2:	Only hogs may be hunted at night			

- d. Any deviation from the harvest minimums can result in **animal replacement fees** enforced by the Property Owner Association. The replacement fee will be determined based on the value of the animal as set by the game biologist or game management consultant. If the fine is not paid within 60-days, a lean will be placed on

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the property of the offender. Any fines collected will go toward purchasing replacement animals.

THE FOLLOWING ARE SPECIFIC TO PHASE II ONLY:

Article 8 of the restrictions is amended as follows:

8. That no structure of any kind (including hunting blinds and/or deer feeders) shall be permitted within 300 feet of any public road, any roadway easement or any property line. Any structures or permanent feed stations that already existed on the property prior to this restriction change may continue to be used. No fencing on property lines may contain any kind of material covering which will impede or negatively impact the natural landscape view.