

**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND EASEMENT
FOR
AXIS HILL RANCH,
EDWARDS COUNTY, TEXAS**

THIS FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENT is made by the Axis Hill Ranch Property Owners Association and the Owners.

WITNESSETH:

A. This is the First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for property formerly known as Dominion @ Axis Hill Ranch and now known as Axis Hill Ranch, the Property being more particularly described on the attached Exhibit "A" ("Property").

B A Declaration of Covenants, conditions, restrictions and easements for Dominion @ Axis Hill Ranch, Edwards County, Texas, dated December 5, 2018, was executed by Dominion @ Axis Hill, P.L.L.P., a Texas Limited Partnership, as declarant, and was recorded in Volume 375, Page 419, Instrument No. 2018-1321, in the Official Public Records of Edwards County, on December 12, 2018 ("2018 Declaration").

C. The 2018 Declaration established and appointed a property owners association, being Dominion @ Axis Hill Property Owners Association. The association, a Texas nonprofit corporation) was formed for the purpose of preserving and maintaining the uniformed standards and quality of land and wildlife, as well as its natural beauty and aesthetic value of the Property.

D. The Dominion @ Axis Hill Ranch Property Owner Association, a Texas nonprofit corporation, with approval of at least eighty percent (80%) with approval of the owners of the Property, filed a Certificate of Termination with the Secretary of State, dated May 15, 2023, terminating the existence of Dominion @ Axis Hill Ranch Property Owners Association, a Texas nonprofit corporation.

E. At least eighty percent (80%) of the owners of the Property approved the formation of the Axis Hill Ranch Properties Owner's Association, a Texas nonprofit corporation, by filing a Certificate of Formation with the State of Texas Secretary of State, on March 15, 2023, for the sole purpose of serving as the Association, as defined below, for the benefit of the Property.

F. The Association, and at least eighty percent (80%) of the owners of the Property desire to provide further continued preservation for the values and amenities of the Property and for the maintenance thereof, and for such purposes, appoint, delegate and assign the powers of maintaining and administering the Property, administering and enforcing the covenants, conditions, restrictions, easements and collecting and dispersing the assessments and charges to the Association.

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G. The Association and at least eighty percent (80%) of the owners of the Property, in order to better provide for the preservation of the values and amenities of the Property and for the maintenance thereof, desire to amend the 2018 Declaration as hereinafter described.

NOW, THEREFORE, the Association and at least eighty percent (80%) of the owners of the Property hereby amend and restate the covenants, conditions, restrictions and easements for Axis Hill Ranch as follows:

1) **Definitions.** The following words when used in this Declaration shall have the following meanings:

- a) "Association" shall mean and refer to as the Axis Hill Ranch Property Owners Association. The principal office of the Association shall be 3411 SD 24910, Rocksprings, TX 78880. The Association shall be formed for the purpose of preserving and maintaining the uniform standards and quality of land and wildlife as well as the natural beauty and aesthetic value of the Properties.
- b) "Board" shall mean and refer to the Board of Directors of the Association.
- c) "Common Areas" shall mean the roads within the Properties for common access and all areas and properties within the Properties not designated as a Tract.
- d) "Member" shall mean and refer to each owner of a fee simple interest ("Owner") in any of the Properties. Each Tract that consists of less than 100 acres of total land shall be entitled to one vote per Tract owned, provided that all dues and assessments are paid current. Each Tract that consists of 100 acres or more shall be entitled to two votes per Tract owned, provided that all dues and assessments are paid current.
- e) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any part of the Properties. The foregoing does not include any persons or entities who hold an interest in any of the Properties merely as a security for the performance of an obligation.
- f) "Architectural Control Committee" shall mean and refer to that Committee as defined herein.
- g) "Wildlife Committee" shall mean and refer to that Committee as defined herein.
- h) "Road Maintenance and Fence Committee" shall mean and refer to that Committee as defined herein.
- i) "Tract" shall mean each portion of the Properties owned by an Owner as described in the Deed from the original declarant initially conveying a Tract to such Owner.

2. **Affirmative and Protective Covenants.** The Properties and each Tract shall be used and occupied subject to the following restrictions:

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(a) Each Tract within the Properties shall be used for residential, recreational, ranching and agricultural purposes only, and shall not be used for any mercantile or commercial purpose. Agricultural purposes for the purpose of this Declaration shall mean and include running livestock or exotic animals, hunting, trapping and taking of wild animals and birds.

(b) No mobile home or other type of portable structure shall be used on any Tract within the Properties as a residence. Motor homes, camping trailers and campers may be used on a Tract within the Properties during the regular deer and turkey hunting seasons in each year as a temporary hunting lodge or camp and during the times of temporary recreation/ vacation as lodging, but the same must be removed from any Tract within the Properties when not in use for the foregoing purposes, unless a structure has been built for it. Additionally, any temporary motor home, trailer or camper shall be placed on a Tract within the Properties a distance greater than 300 feet from the main roadway easement and must be well screened behind hills or trees to eliminate visibility from the main roadway.

(c) No permanent structure (home, barn, etc.) other than fencing shall be placed on any Tract within the Properties less than 300 feet from the main roadway easement, and 200 feet from the side or rear property line and must be well screened behind hills or trees to substantially eliminate visibility from the main roadway.

(d) No abandoned automobiles or other abandoned vehicles shall be left on any Tract within the Properties nor shall any Tract within the Properties be maintained as a dumping ground for rubbish, trash, garbage or other waste. All trash and waste on any Tract must be hauled off or buried out of view from the main roadway, or adjoining land.

(e) No offensive, noxious, profane or unlawful use shall be made of any Tract within the Properties.

(f) No sign or signs of any kind shall be displayed on any Tract within the Properties to the public view except one sign for each ranch identification. A sign indicating direction and ownership of a Tract within the Properties may be installed near the main entrance thereto, provided such sign shall be neat in appearance and located on such Tract.

(g) A Tract within the Properties may not be subdivided into smaller parcels, but the Owner of a Tract may subdivide a Tract into two Tracts so long as each Tract is 50 acres or more at all times.

(h) The Tract within the Properties shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste on any Tract shall not be kept except in sanitary containers, which are not visible from any road. All equipment for the storage and disposal for such materials on any Tract shall be kept in a clean and sanitary condition, and out of view from the main roadway and neighbor.

(i) All residences and other structures constructed or erected on any Tract shall be new construction, and at no time shall any prefabricated or existing residence or garages be moved on to any Tract within the Properties. No residence or other structure shall be constructed on any Tract within the Properties without first submitting the plans, drawings, specifications, and planned location site to the Architectural Control Committee for approval under the provisions of this Declaration regarding approval by the Architectural Control Committee. Additionally, no bright colored or shiny roofs are permitted on any residence or other structures situated on any Tract within the Properties.

(j) Hunting shall be permitted on a Tract of an Owner only and not on other Tracts not owned. No hunting is allowed from the main road. Each Owner of any Tract within the Properties shall be entitled to harvest annually the quota of bucks and does, whether native or exotic, on such Owner's Tract as the Wildlife Committee determines as provided herein. No Owner may harvest more than the aforementioned quota of animals without prior written approval of the Wildlife Committee. If an Owner desires to harvest more than his quota of animals, the Owner must secure written approval of the Board and Wildlife Committee for same and agree to pay to the Association in cash that amount which is necessary to purchase similar replacement animals as determined by the Wildlife Committee. All disputes concerning specific Owner quotas on any Tract within the Properties and any other wildlife disputes shall be handled by the Wildlife Committee. No Owner shall do any act that is designed to be harmful or injurious to the Tract adjacent to such -Owner's Tract and/or the Owner of such adjacent Tract. Included within the meaning of this covenant shall be a prohibition against feeding close to the property line of a Tract for the specific intent of attracting the neighboring Tract Owner's wildlife. The Association shall be empowered to cause the violating Owner to cease such acts by filing in a court of competent jurisdiction an action in equity or at law. No Owner may release live wild animals on any Tract within the Properties without first securing the consent of the Wildlife Committee. In the event that an Owner desires to offer his game to a non-Owner hunter, the Owner must supervise and accompany the non-Owner hunter at all times and be responsible for his acts. No elevated hunting blinds shall be allowed. All hunting blinds and feeders should be located in a minimum of 200 feet from a property line-of a Tract, and well screened behind trees from the roadway or neighbors.

(k) Any construction commenced on any Tract must be completed within one year.

(l) Individual water and sewer systems on a Tract shall be located, constructed and equipped in compliance with Texas State Health Department requirements and rules and regulations of Edwards County and any other applicable governmental laws.

(m) No fence on any Tract shall be constructed, situated or located less than 90 feet from the centerline of the main roadway. All fences shall be approved by the Architectural Control Committee.

(n) No oil well drilling, oil development operations, refining or mining operations is allowed on any Tract unless approved by the Architectural Control Committee and located no closer than 500 feet from any residence or structure on any Tract. Any open pit or excavation on a Tract must be restored to the condition of the Tract before use.

(o) A storage shed with a minimum area of eight (8) feet by ten (10) feet may be placed on a tract as long as it complies with the provisions hereof.

(p) All water wells shall be located a minimum of 75 feet from any property line of a Tract and shall adhere to the Texas Department of Health stands for minimum spacing between private water wells and private subsurface sewage disposal systems.

(q) All individual waste disposal systems installed on a Tract must meet the requirements of the Texas State Health Department and Edwards County.

3. **Maintenance and Access Easements.** Easements for the installation, maintenance, repair and removal of public and/or quasi-public utilities and sewer and drainage facilities, and floodway easements, are reserved by the Board over, under and across each Tract within the Properties'. Full ingress and egress shall be had by the Board and the Association at all times over the Tracts within the Properties for the installation, operation, maintenance, repair or removal of any utility, together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. The Board shall have the right to assign and transfer the easements and rights herein reserved to or for the benefit of any public or quasi-public utility. The Board does hereby reserve, retain, convey, assign, transfer and grant the perpetual, free, non-exclusive, irrevocable, use, liberty, privilege and easement on, over, under, through and across the Properties for the non-exclusive easement and right-of-way for free and uninterrupted pedestrian and vehicular ingress and egress over, across and upon the road, rights-of-way and easement which may be described from time to time for access to the Tracts within the Properties and all tracts and portions thereof which easement shall be for the owners of the Tracts within the Properties, and their heirs, successors and assigns in perpetuity and forever; it being understood and agreed that such easement shall be a nonexclusive easement to be used in common. The Board, through the Association reserves for it and his successors and assigns the right to use all or part of such easement in common with such owners and the right to convey to others the right to use all or part of such easement in common with such owners. With respect to such easement any and all obstructions, gates and other structures and encroachments shall be as designated by and, subject to the prior approval of the Association, and its successors and assigns. The easements herein granted and established for access and an Owner's right to use and enjoy the Common Areas and roads for access extend to the Owner's family, guests, agents, and invitees, subject to this Declaration. An Owner may not erect or alter any structure on, or clear, landscape, or disturb, any Common Area or road except as approved by the Association.

4. **Utility Easements.** The Board and the Association hereby retains perpetual easements for the installation and maintenance of utilities and all necessary appurtenances thereto,

whether installed in the air, upon the surface or underground, along with all roads indicated for ingress and egress, along and within ten feet (10') of the outer easement line of such roads and easement and along and within ten feet (10') of the rear and side lines of all Tracts, along with the authority to place, construct, operate, maintain, relocate and replace thereon any utility distribution line or system. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easements when deemed necessary by the utility to support equipment within said easements and the right to install wires and/or cables over some portions of the Tracts not within said easements so long as such items do not prevent the construction of buildings on any of the lots and/or tracts. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from said right-of-way and easements, and the right from time to time to cut and trim all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility installation.

5. **Creation of Lien and Personal Obligation for Assessments.** Each Owner (by acceptance of a deed for any Tract within of the Properties, whether or not it shall be so expressed in any such deed or other conveyance), hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association assessments and maintenance fund charges. The annual assessments and maintenance fund charges, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Tract of such Owner and shall be a continuing lien upon each Tract within the Properties against which each such assessment and charge is made. Each such assessment and charge; together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the continuing personal obligation of the person who was the Owner of such Tract at the time when the assessments and charges became due.

6. **Maintenance Charge.** The amount of the annual assessment and maintenance fund charge shall be an amount fixed by the Association, it being intended that the Association will for each year fix the annual maintenance fund charge at an amount estimated in good faith by the Association to be required in order that the funds produced thereby will approximate the costs and expenditures of such funds for the purposes hereinafter specified. The annual assessment maintenance fund charge as set forth herein shall be adjusted as necessary at the end of each calendar year which adjustment shall apply to the succeeding calendar year period. The annual assessment and maintenance fund charge shall be paid by the Owners of each Tract within the Properties annually, on March 31st, or in advance. If a Tract within the Properties becomes subject to the annual assessment and maintenance fund charge on a date other than March 31st, the Owner of such Tract shall pay that pro rata part of the annual assessment and maintenance fund charge.

All past due assessments and maintenance fund charges shall be a debt of the Owner of the Tract subject to such assessments and charges and shall bear interest from their due date until paid at the rate of 10% per annum. Such charges shall be covenant running with the land and to secure the payment thereof a lien is hereby retained upon each Tract subject to such charge and assessment. Such charges, assessment and lien are hereby assigned to the Association, who will collect all such annual assessment and maintenance fund charges

and will administer the fund created thereby in order that uniformity and continuity will be maintained and preserved. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage, vendor's lien or deed of trust affecting a Tract subject to any such assessment and charge which has been filed for record in Edwards County, Texas, prior to the date payment of such assessments and charges become due and payable, and any foreclosure of any such prior or superior lien under the power of sale of any mortgage, deed of trust or other security interest, or through court proceedings, shall cut off and extinguish the liens securing charges which were due and payable prior to such foreclosure date, but no such foreclosure shall free any Tract from the lien securing assessments and charges thereafter becoming due and payable hereunder, nor shall the personal obligation of any Tract Owner foreclosed be extinguished by any foreclosure. Each Owner of a Tract is liable to the Association for all costs and reasonable attorney's fees incurred by the Association in collecting delinquent assessments and charges foreclosing the lien herein provided and enforcing the covenants and restrictions of this Declaration. The Association may foreclose the lien herein provided against a Tract by power of sale as permitted by law. The Association may designate a person to act as Trustee or otherwise to exercise the power of sale on behalf of the Association. The Association may bring an action against an Owner to collect delinquent assessments and charges, foreclose the lien herein provided or enforce a violation of the covenants and restrictions of this Declaration. An Owner may bring an action against another Owner to enforce or enjoin such violation. The Association may access an Owner's Tract to remedy such violation. An Owner delinquent in payment of any assessments or charges may not vote or harvest wildlife. If an Owner violates the covenants and restrictions of this Declaration the Association may suspend the Owner's rights hereunder in accordance with law until the violation is cured. An Owner is liable to the Association for damage to Common Areas and roads caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

7. **Purpose of the Maintenance Fund.** The maintenance fund charges and assessments shall be uniformly imposed upon all Tracts within the Properties, and said maintenance fund shall be exclusively used for the following in connection with areas within the Properties in respect of which the assessment and charge is made:
- (a) Accounting, computer, office expense which includes all corporation accounting, communication expense, office supplies, etc.
 - (b) Common area and maintenance road maintenance which includes working the main road as needed for normal access.
 - (c) Perimeter high fence maintenance which includes repair and maintenance of outside high fence; in the event the landowner does not fulfill his high fence maintenance responsibility or an Act of God occurs and perimeter fencing needs to be repaired.
 - (d) Low water crossing/ flood gates needs repair.
 - (e) Legal which includes any legal fees as may be required by the association.

(f) Corporate income tax preparation which includes cost of annual corporate Federal income tax return.

(g) The Association expense for security.

(h) The Association expense for wildlife surveys and consultations.

(i) Miscellaneous related costs expended.

In the event that the Association shall expend monies for any of the foregoing purposes in amounts exceeding the amount then in the maintenance fund, the Association shall be entitled to receive reimbursement from amounts thereafter paid into the maintenance fund by Owners of Tracts.

8. **Architectural Control Committee.** No fence, building or other improvements shall be erected, placed or altered on any Tract within the Properties until the Owner has made an application to the Architectural control Committee (referred to herein as "ACC" and "Architectural Control Committee") for approval and has submitted construction plans and specifications and a Site plan showing the location of the same, and such plans have been approved by the said Committee as to use, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to the topography and final grade elevation. The Architectural Control Committee shall be composed of three (3) Members designated by the Association. A majority of votes shall prevail on any issue or subject requiring a decision of the ACC. The ACC may designate a representative to act for it. In the event of death or resignation of any member of the ACC, the President with the approval of Board of Directors shall appoint a successor to serve for the remainder of the unexpired term. Neither the members of the ACC nor its representatives shall be entitled to any compensation for services performed pursuant to this covenant and these provisions. The herein granted powers and duties of the Architectural Control Committee shall cease and terminate twenty (20) years after the date of this First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements, and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the Architectural Control Committee. The ACC's approval or disapproval as required herein, shall be in writing. If the ACC, or its designated representatives, fails to give written approval or disapproval within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion of the improvements, the proposed plans shall be considered approved and the related covenants shall be deemed to have been fully satisfied. The Architectural Control Committee, as its sole discretion, is hereby permitted to approve deviations in building area, construction and location in instances where, in its judgment, such deviation will result in a more commonly beneficial use. Such approval must be granted in writing and when given will become part of these restrictions

9. **Wildlife Committee.** The Wildlife Committee (referred to herein as "WC" and "Wildlife Committee") shall be composed of three (3) members all of whom shall be designated by the Association. A majority of votes shall prevail on any issue or subject requiring a

decision of the WC. The WC may designate a representative to act for-it. In the event of the death or resignation of any member of the WC, the President of the Association with the approval of the Board of Directors shall appoint a successor for the remainder of the unexpired term. No compensation shall be due or paid to either members of the WC, or its representatives for services performed pursuant to this covenant. The herein granted powers and duties of the WC shall cease and terminate twenty (20) years after the date of this First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and the approval required by this paragraph shall not be required unless prior to said date and effective thereto, the Association shall execute and file for record an instrument appointing a representative or representatives, who shall thereafter exercise the same powers and duties granted herein to the WC. The WC shall be responsible for overseeing the management of the free roaming wildlife within the Properties and Tracts. In this regard, the Wildlife Committee shall have an annual wildlife survey ("Survey") performed on the Tracts and Properties by a competent biologist ("Biologist") of the WC's selection or something similar. The Survey shall project the total numbers by sex of each species of wildlife on the Tracts and Properties and shall contain the Biologist's recommendations as to the harvest numbers by sex for each species. The WC may use the Survey and harvest recommendations to determine each Owner's harvest quotas by sex for each species on such individual Owner's Tract. In determining such quotas the Wildlife Committee shall base such quotas on what each Owner's Tract will produce and such other criteria that the Wildlife Committee deems to be in the best interest of sound management of the wildlife herd on the Tracts and Properties. The Wildlife Committee will provide a Harvest Directive to all Owners that specifies the species, gender and quantity of the animals an Owner is permitted to harvest. An Owner is only permitted to harvest animals in compliance with the then current Harvest Directive. The Wildlife Committee shall be responsible for enforcing the provisions of Section 20) of this Declaration on behalf of the Association and shall determine all disputes concerning wildlife between Owners. The WC's decision regarding a dispute between Owners concerning wildlife shall be final and shall be binding on all parties thereto.

10. **Road Maintenance and Fence Committee.** The Road Maintenance and Fence Committee shall be composed of three (3) members all of whom shall be designated by the Association. A majority of votes of the Road Maintenance and Fence Committee shall prevail. In the event of death or resignation of a committee member, the President of the Association, with approval of the Board of Directors shall appoint a successor committee member. No committee member shall receive compensation for his duties. This Road Maintenance and Fence Committee shall supervise the maintenance of the main road to keep it passable and in good condition at all times along with making sure the perimeter fence is secure at all times.
11. **Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association.**

(a) If any assessment, charge or any part thereof is not paid on the date(s) when due (being the dates specified herein) then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Tract of the

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non-paying Owner and shall be unaffected by any sale of the Tract. The personal obligation of the Owner to pay such assessment, however, shall remain such Owner's personal obligation and shall not pass to the successor in title unless expressly assumed by the successor. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of any road or common area nor by abandonment of any Tract.

(b) If any assessment or charge or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment or charge shall bear interest from the date of delinquency at the rate of 10% per annum, and the Association may, at its election, bring an act on at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Tract subject thereto, and there shall be added to the amount of such assessment and charge the costs of preparing and filing the complaint (including reasonable attorney's fees) in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment and charge as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

12. **Subordination of the Lien to Mortgages.** The lien of the assessments and charges provided for herein shall be subordinate and inferior to the lien of any mortgage or deed of trust now or hereafter placed upon a Tract subject to the assessments or charges; provided, however, that such subordination shall apply only to the assessments and charges which have become due and payable -prior to the sale, whether public or private, of such Tract pursuant to the terms and conditions of any such deed of trust such sale shall not relieve such Tract from any liability for the amount of any assessments and charges thereafter becoming due nor from the lien of any such subsequent assessment and charge.

13. **Voting Rights in the Association.**

(a) **Quorum and Notice Requirements.**

(i) Any action by the Members shall require the assent of the Members entitled to cast a majority of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members at least ten (10) days in advance and shall set forth the purpose of such meeting.

(ii) The quorum required for any action shall be the presence at the meeting of Members or of proxies entitled to eighty percent(80%) of all of the votes of present at the meeting, an additional meeting may be called, subject to the notice requirement hereinafter set forth, and the required quorum at such second meeting shall be one-half (1/2)of the required quorum at the preceding meeting.

(iii) Any provision of this Declaration to the contrary notwithstanding any action may be taken with the assent given in writing and signed by the Members entitled to cast eighty (80%) percent of the votes of the Association.

(iv) The voting rights of any Member shall be suspended for any period during which any assessment or charge to be paid by such Member remains unpaid.

14. **Powers and Duties.** For the benefit of the Properties, each Tract and the Owners there is hereby delegated to, and the Association shall have, the sole responsibility and authority to manage and control the business and affairs of the Association. Without limiting the foregoing, the Association shall have the following powers:

- (a) To pay from the funds of the Association all legal and accounting services, policies of insurance insuring the Association against any liabilities to the public or the Owners (and/or invitees or tenants), incident to the operation of the Association, which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds, fidelity bonds and any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments required to be obtained or paid for pursuant to the terms of this Declaration or by law or which shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.
- (b) To execute all declarations of ownership and other documents for tax assessment purposes with regard to the Tracts within the Properties on behalf of all Owners.
- (c) To enter into contracts, maintain one or more bank accounts and generally, to have all the powers necessary or incidental to the operation and management of the Association.
- (d) To protect or defend the roads and Common Areas from loss or damage by suit or otherwise, and to provide adequate reserves for replacement.
- (e) To enforce the provisions of this Declaration to enjoin and seek damages from any Owner for violation of such provisions.
- (f) To contract for all goods, services, and insurance payment for which is to be made by the Association, and to perform the functions of the Association.

15. **Owner's Obligations to Repair.** Each Owner shall, at his sole cost and expense, maintain and repair such Owner's Tract and the improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair such Owner's Tract and the improvements thereon (including his fences), as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Tract and to repair, maintain and restore the Tract and the exterior of the buildings, fences, and any other improvements erected thereon; and each Owner (by acceptance of a deed for a Tract), hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessments or charges hereunder when due.

16. **Duration.** The easements created and established herein shall be perpetual and shall be binding upon, run with the land of, and be appurtenant to each Tract. The covenants and restrictions of this Declaration shall run with and bind the Properties and each Tract and shall inure to the benefit of and be enforceable by the Association and/or the Owners of any Tract within the Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for the term of twenty (20) years from the date that this First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements is recorded. after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast eighty percent (80%) of the votes of the Members of the Association has been recorded, agreeing to abolish said covenants and restrictions.
17. **Amendment.** The covenants and restrictions of this Declaration may be amended and/or changed in whole or in part, or variances granted with respect thereto as follows:
- (a) The Members entitled to cast eighty percent (80%) of the votes of the Members of the Association may amend, change or grant variances, which shall be evidenced by a document in writing bearing each of their signatures, and
18. **Finality of Determination by Association.** It is understood that the judgment of the Association, its successors and assigns, in the allocation and expenditure of said maintenance fund shall be final so long as such judgment is exercised in good faith. The enumeration of the service for which the maintenance fund may be expended carries no obligation for the Association to furnish any or such services except to the extent of funds actually received by the Association.
19. **Dissolution of Association.** The Association may be voluntarily dissolved by an affirmative decision of at least eighty percent (80%) of the votes of Members of the Association.
20. **Enforcement.** Enforcement of the covenants and restrictions of this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by the covenants and restrictions of this Declaration; and failure by the Association or any Owner to enforce any covenant or restriction of this Declaration therein contained shall in no event be deemed a waiver of the right to do so thereafter.
21. **Severability.** Invalidation of anyone of these Covenants, Conditions and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
22. **Headings.** The headings contained in the Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.
23. **Notices.** Any notice required to be given to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the

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United States mails, postage prepaid, addressed to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

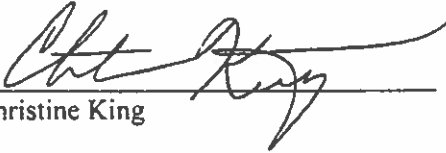
In WITNESS WHEREOF, the Owners and Association have executed this instrument to be effective as of March 1, 2025.

EXHIBIT "A" AND SIGNATURE PAGES FOLLOW

Signature page to the First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Axis Hill Ranch, Edwards County, Texas effective as of March 1, 2025.

OWNER

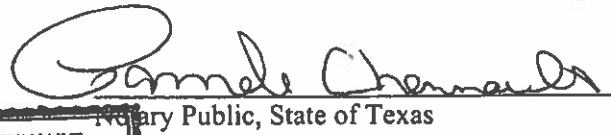
TRACT 1

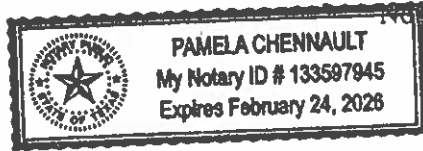

Christine King

STATE OF TEXAS

COUNTY OF Edwards

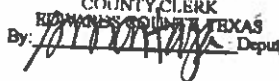
This instrument was acknowledged before me on the 2 day of April, 2025 by Christine King.


Notary Public, State of Texas



 FILED FOR RECORD
At 9:20 O'clock AM

APR 7 2025

OIGALYDIA REYES
COUNTY CLERK
EDWARDS COUNTY, TEXAS
By:  Deputy

Inst	Bk	Vol	Ps
365	OR	465	460

EXHIBIT A

LEGAL DESCRIPTION

Inst	Bk	Vol	Ps
271	OR	364	512

"EXHIBIT A"

page 1 of 2

FIELD NOTES DESCRIPTION OF A
1231.64 ACRE TRACT OUT OF THE GLASSCOCK RANCH
EDWARDS COUNTY, TEXAS

FIELD NOTES DESCRIPTION OF A 1231.64 ACRE, MORE OR LESS, TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN EDWARDS COUNTY, TEXAS, COMPRISING APPROXIMATELY 62.60 ACRES OUT OF THE H.E. & W.T. RY. CO. BLOCK F, SURVEY NO. 54, ABSTRACT NO. 1820, 247.91 ACRES OUT OF THE H.E. & W.T. RY. CO. BLOCK F, SURVEY NO. 55, ABSTRACT NO. 411, 199.46 ACRES OUT OF THE H.E. & W.T. RY. CO. BLOCK F, SURVEY NO. 56, ABSTRACT NO. 2004, 19.93 ACRES OUT OF THE H.E. & W.T. RY. CO. BLOCK F, SURVEY NO. 43, ABSTRACT NO. 406, 515.74 ACRES OUT OF THE H.E. & W.T. RY. CO. BLOCK F, SURVEY NO. 44, ABSTRACT NO. 2006, AND 186.00 ACRES OUT OF THE H.E. & W.T. RY. CO. SURVEY NO. 45, ABSTRACT NO. 407; COMPRISING PART OF THAT TRACT CONVEYED FROM J.L. EPPERSON ET UX TO THOMAS F. GLASSCOCK AND WIFE, MARY JANE GLASSCOCK BY WARRANTY DEED DATED THE 22ND DAY OF APRIL, 1947, AND RECORDED IN VOLUME 36, PAGE 427, DEED RECORDS OF EDWARDS COUNTY, TEXAS, AND PART OF THAT TRACT CONVEYED FROM WALTER W. CARTER ET UX TO THOMAS F. GLASSCOCK AND WIFE, MARY JANE GLASSCOCK BY WARRANTY DEED DATED THE 2ND DAY OF NOVEMBER, 1950, AND RECORDED IN VOLUME 38, PAGE 174, DEED RECORDS OF EDWARDS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/4" iron stake set in the South line of Glasscock Ranch, the South line of Survey No. 44, the North line of Tract 1, Horse Camp Waterhole Ranch Subdivision, "Cedar Tank Pasture", a subdivision of record in Volume 2, Page 49 D, Plat Records of Edwards County, Texas, for the Southerly Southwest corner hereof, from which an 8" cedar fence corner post, the occupied common corner of Surveys 41, 42, 43, and 44, bears 1225.54 ft. S 89° 36' 48" W, and a 13" cedar fence corner post, the Southeast corner of that 799.80 acre tract conveyed to Drilling Structures International, Inc. by deed recorded in Volume 123, Page 102, Official Public Records of Edwards County, Texas, bears 6.25 ft. N 07° 01' 28" E;

THENCE along the Southwest line hereof, all calls to a 5" metal fence post unless noted: 1) N 07° 01' 28" E not along a fence, at 6.25 ft. passing said fence corner post, continuing generally along a fence, with the common line of said 799.80 acre tract for a total distance of 3067.30 ft.; continuing generally along said fence and common line: 2) N 46° 55' 29" W 2980.32 ft.; 3) S 85° 50' 30" W 703.69 ft.; 4) S 64° 57' 11" W 569.59 ft.; 5) N 55° 43' 10" W 855.71 ft.; 6) N 54° 36' 33" W 624.25 ft.; 7) N 31° 56' 57" W 451.98 ft.; and 8) N 78° 57' 22" W 1986.43 ft. to a set 1/4" iron stake, for the Westerly Southwest corner hereof, the Northeast corner of a 25.59 acre tract surveyed this day, the Southerly Southeast corner of a 650.73 acre tract surveyed this day, from which a 5" metal fence corner post at the Northwest corner of said 799.80 acre tract bears 101.95 ft. N 78° 57' 22" W;

Inst	Bk	Vol	Ps
365	OR	465	461

Inst	Bk	Vol	Ps
271	OR	364	513

page 2 of 2

THENCE with the South line of said 650.73 acre tract: 1) N 00° 20' 00" W 957.45 ft. to a set 1/2" iron stake for the Northwest corner hereof; and 2) East 4087.62 ft. to a set 1/2" iron stake, the Southeast corner of said 650.73 acre tract, the Southwest corner of a 541.65 acre tract surveyed this day;

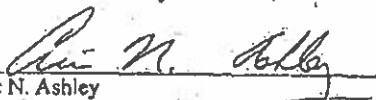
THENCE with the South line of said 541.65 acre tract, East 7588.28 ft. to a set 1/2" iron stake in the fenced East line of Glasscock Ranch, the West line of Paint Creek Ranch, an unrecorded subdivision, a 1984.53 acre tract conveyed to Energy/ Land Inc. by deed recorded in Volume 67, Page 477, Deed Records of Edwards County, Texas;

THENCE with the East line of Glasscock Ranch, the West line of Paint Creek Ranch, generally along a fence: 1) S 08° 10' 13" E 632.78 ft. to a 10" cedar fence post; 2) S 07° 35' 11" E 2872.24 ft. to a found 5/8" iron stake; 3) S 07° 43' 05" E 1518.65 ft. to a found 5/8" iron stake; 4) N 87° 58' 03" W 424.64 ft. to a found 5/8" iron stake; and 5) S 03° 14' 09" W at 2342.81 ft. passing a fence intersection, the Southwest corner of Paint Creek Ranch, leaving said fence and continuing for a total distance of 2356.69 ft. to a 1/2" iron stake set in the South line of Survey No. 45, the North line of Horse Camp Waterhole Ranch Subdivision "Valentine Pasture", a subdivision of record in Volume 2, Page 49 C, Plat Records of Edwards County, Texas, for the Southeast corner hereof, the Southeast corner of Glasscock Ranch;

THENCE with the South line of Glasscock Ranch, the North line of Horse Camp Waterhole Subdivision, generally along and South of a fence which lies up to 12 ft. North of this line, all calls to a found 1/2" iron stake with cap marked "RPLS 5079": 1) S 89° 36' 18" W 1307.28 ft.; 2) S 89° 38' 58" W 740.03 ft.; 3) S 89° 35' 47" W 1352.30 ft.; and 4) S 89° 36' 18" W 1961.98 ft. to the PLACE OF BEGINNING, containing 1231.64 acres of land, more or less, within these metes and bounds. A plat accompanies these field notes.

The foregoing field notes represent a survey made on the ground under my direction.

Dated this the 24th day of October, 2007


Eric N. Ashley
Registered Professional Land Surveyor No. 4617
(Glass1231.fnd)

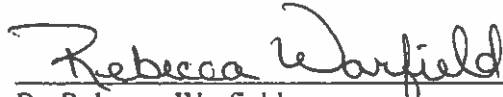


ERIC N. ASHLEY LAND SURVEYOR • 317 'A' STREET • KERRVILLE, TEXAS 78028 • (830) 257-7722

Signature page to the First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Axis Hill Ranch, Edwards County, Texas effective as of March 1, 2025.

ASSOCIATION

Axis Hill Ranch Property Owners Association



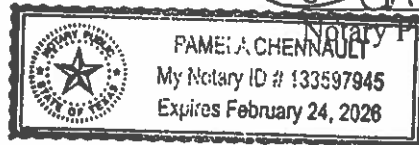
By Rebecca Warfield
President

STATE OF TEXAS

COUNTY OF Edwards

This instrument was acknowledged before me on the 6 day of April, 2025 by Rebecca Warfield, President of and on behalf of Axis Hill Ranch Property Owners Association, a Texas nonprofit corporation.



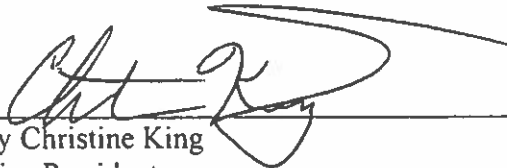


Notary Public, State of Texas

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ASSOCIATION


Axis Hill Ranch Property Owners Association

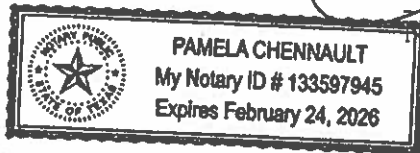

By Christine King
Vice President

STATE OF TEXAS

COUNTY OF Edwards

This instrument was acknowledged before me on the 2 day of April, 2025 by Christine King, Vice President of and on behalf of Axis Hill Ranch Property Owners Association, a Texas nonprofit corporation.

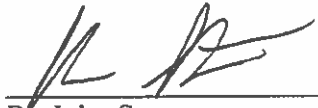

Notary Public, State of Texas



Signature page to the First Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Axis Hill Ranch, Edwards County, Texas effective as of March 1, 2025.

ASSOCIATION

Axis Hill Ranch Property Owners Association



By John Storm
Secretary Treasurer

STATE OF TEXAS

COUNTY OF Edwards

This instrument was acknowledged before me on the 6 day of April, 2025 by John Storm, Secretary Treasurer, of and on behalf of Axis Hill Ranch Property Owners Association, a Texas nonprofit corporation.

