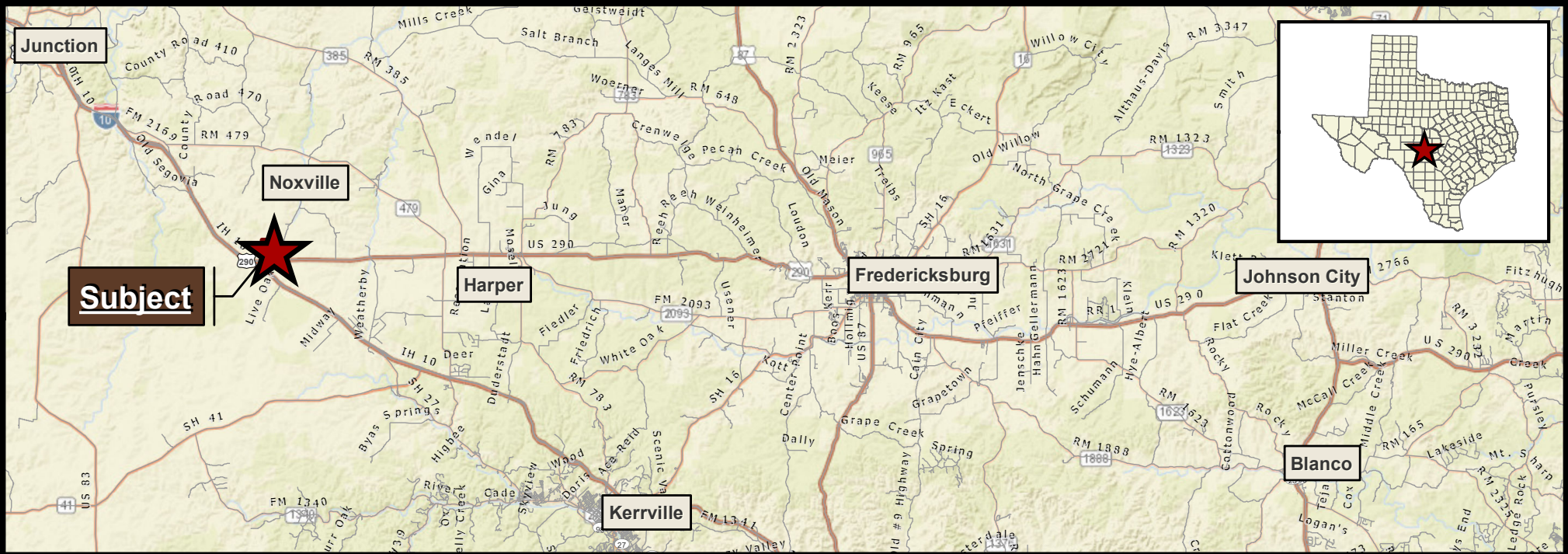
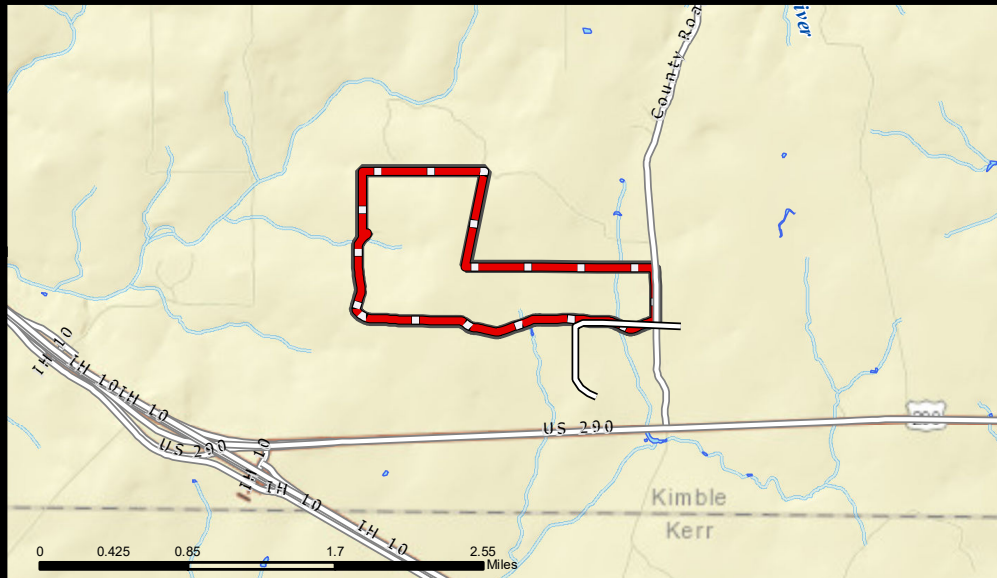
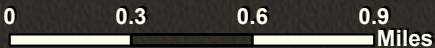


# AXIS KNOLL RANCH | 434.05 ± AC | KIMBLE



1 inch = 2,500 feet



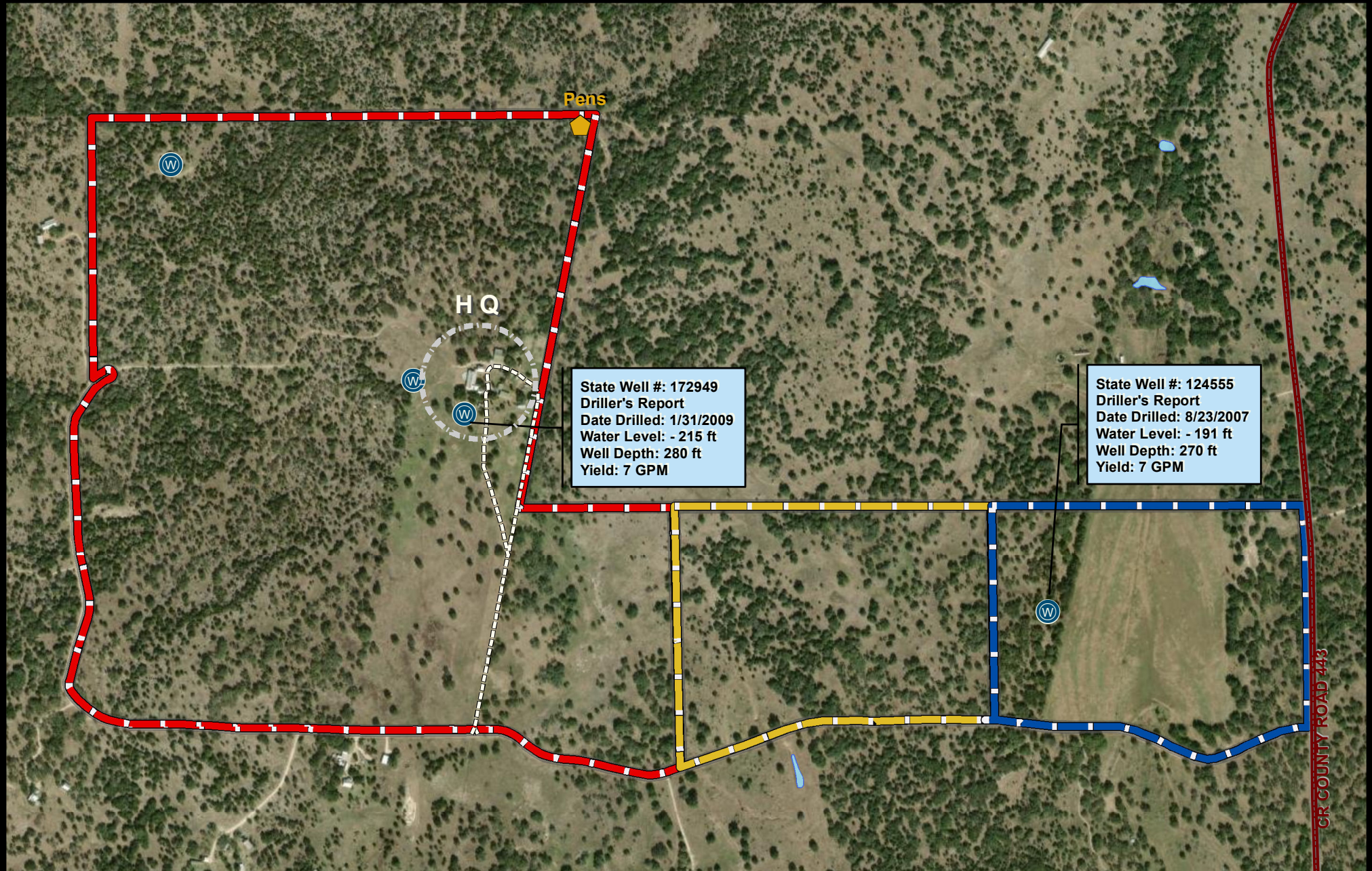
112 N. Edison St., Fredericksburg, TX 78624  
Jeremy Lacy (830) 225-0595  
[www.AndersRanchRealty.com](http://www.AndersRanchRealty.com)



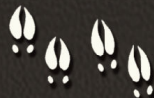
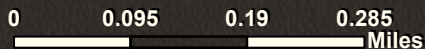
**Anders Realty**  
PURVEYORS OF FINE TEXAS RANCHES



# AXIS KNOLL RANCH | 434.05 ± AC | KIMBLE



1 inch = 824.51 feet



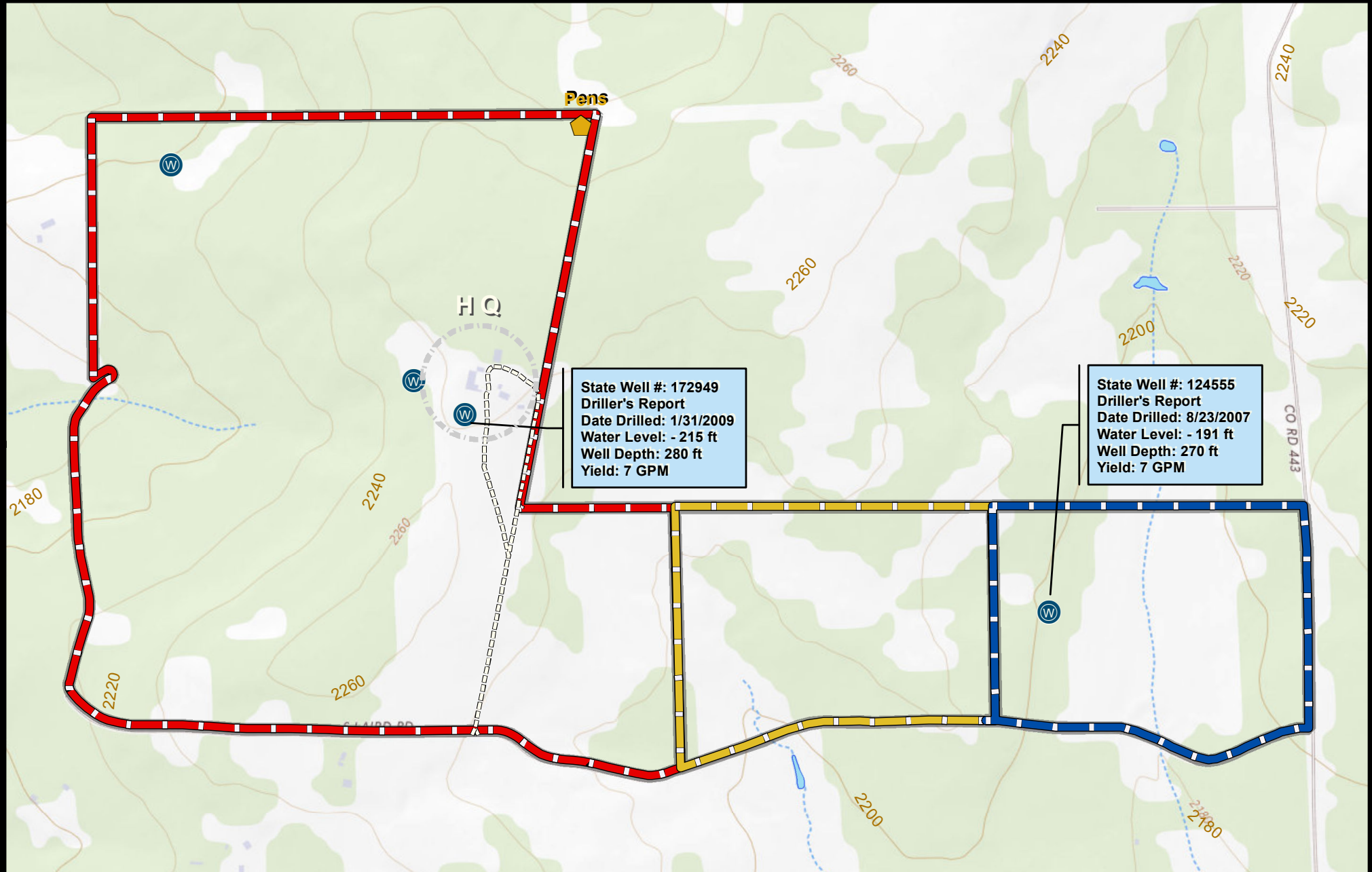
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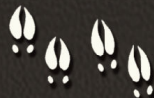
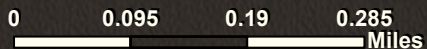
*Anders Realty*  
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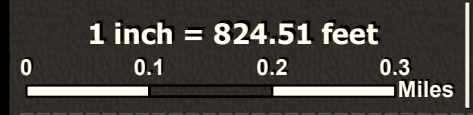
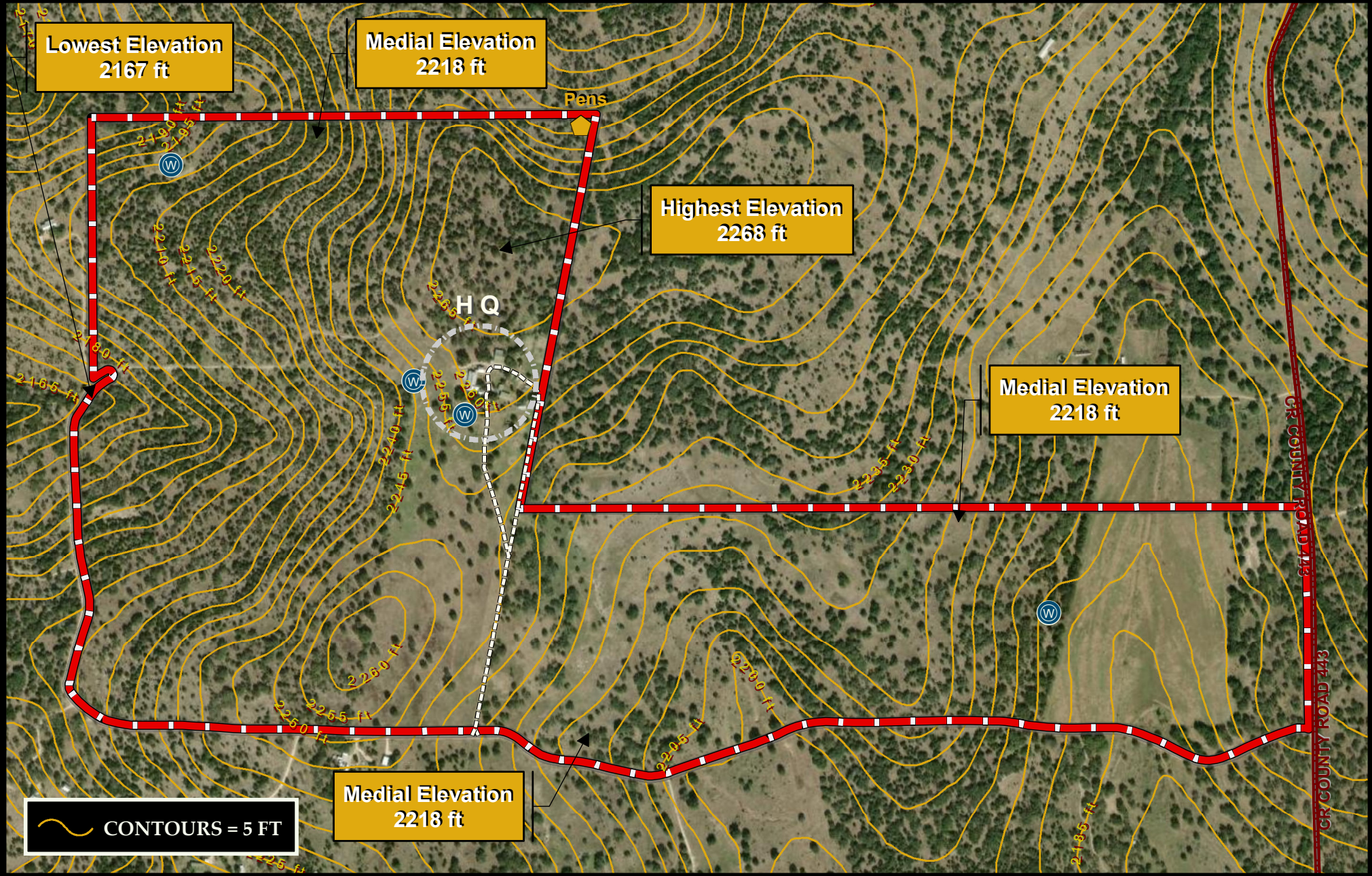
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# AXIS KNOLL RANCH | 434.05 ± AC | KIMBLE



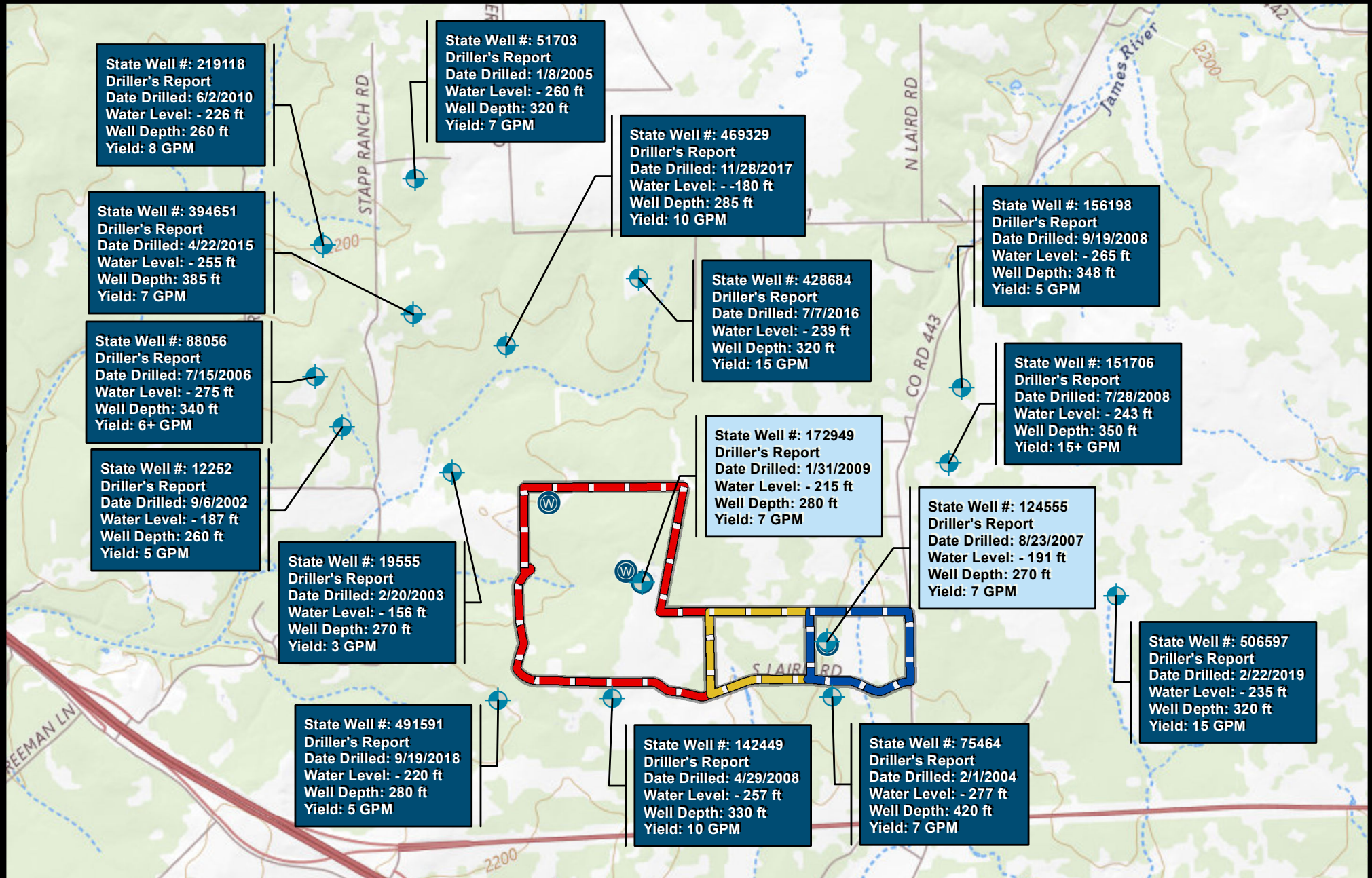
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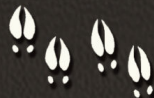
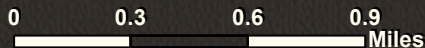
*Anders Realty*  
PURVEYORS OF FINE TEXAS RANCHES



# AXIS KNOLL RANCH | 434.05 ± AC | KIMBLE



1 inch = 2,598.24 feet



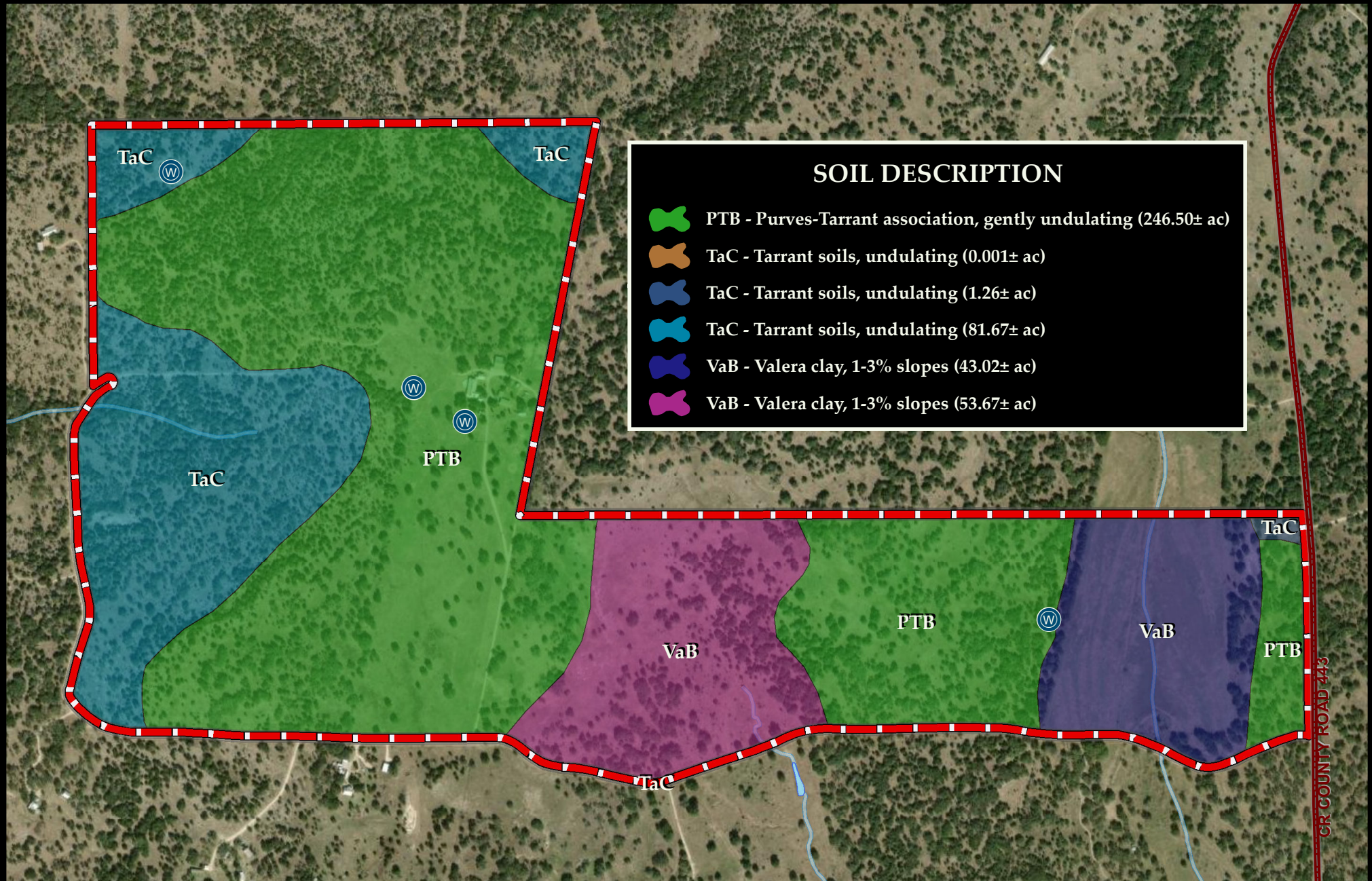
5431 E. US Hwy 290, Fredericksburg, TX 78624  
 Jeremy Lacy (830) 225-0595  
[www.AndersRanchRealty.com](http://www.AndersRanchRealty.com)









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 PURVEYORS OF FINE TEXAS RANCHES

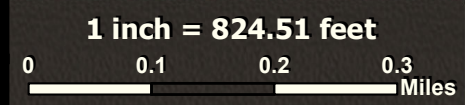


# AXIS KNOLL RANCH | 434.05 ± AC | KIMBLE



### SOIL DESCRIPTION

-  PTB - Purves-Tarrant association, gently undulating (246.50± ac)
-  TaC - Tarrant soils, undulating (0.001± ac)
-  TaC - Tarrant soils, undulating (1.26± ac)
-  TaC - Tarrant soils, undulating (81.67± ac)
-  VaB - Valera clay, 1-3% slopes (43.02± ac)
-  VaB - Valera clay, 1-3% slopes (53.67± ac)



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 PURVEYORS OF FINE TEXAS RANCHES

CR COUNTY ROAD 443



EXHIBIT "B"

COLLINS RANCH

RESTRICTIONS AND COVENANTS

1. That these covenants are to run with the land and shall be binding on the Purchaser and all persons claiming under him until January 1, 2001, at which time said covenants shall be automatically extended for successive periods of ten years, unless a vote of the then owners of the majority of the land in this ranch, it is agreed to change said covenants in whole or in part.
2. That the above property herein shall not be used for commercial hunting, nor business purposes, nor have any commercial or manufacturing purpose.
3. 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.
4. A property owners association shall be formed in the manner hereinafter set forth.
5. That any sewerage disposal system constructed shall be built in full compliance with regulations and specifications of governmental units having jurisdiction in such matters.
6. 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.
7. That no swine shall be allowed.
8. No hunting blinds, feeders or structures (temporary or permanent) will be permitted within 200 feet of any property line or roadway easement.
9. Hunting or discharge of firearms from any easement road within the ranch is strictly prohibited.
10. All roads in the development are private roads for the express use of the property owners and shall be maintained in the manner hereinafter set forth.
11. Since road improvement, maintenance, and security in this development are of importance to all property owners, PURCHASER hereby authorizes SELLER to improve and maintain such roads for the common good and to charge each property owner a fee of \$3.00 per acre per year. Such charge shall not



be more than \$300.00 per tract per year and only for such a period of time until roads are accepted for maintenance by the County. SELLER is authorized but not obligated to perform collections and road maintenance. If at any time after the present date, it is required for any reason that the roads must be maintained or improved to a greater degree than at present, purchaser agrees that the cost of such maintenance or improvements shall be the immediate obligation of the then property owners of the ranch on a pro-rata acreage owned basis. Such charge shall be made by direct billing to the property owner or PURCHASER hereby authorizes SELLER, at his option, to deduct such charge from payments made by PURCHASER, and any such charge so deducted shall 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 bona fide lien against the above described tract.

12. At such time as 90% of the tracts in the ranch have been sold or contracted for sale, the Developer shall have the authority to notify each tract owner of the time, date and 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 meeting in person or by written proxy shall be sufficient to transact the business of such meeting. Each tract owner, including the Developer, attending or represented by written proxy at such meeting 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 association, as non-profit corporation, or otherwise, the Developer shall transfer and assign to such association the current balance of the road improvement and maintenance funds and all rights and authority for road improvement and maintenance which were granted to them by the original sale of the property. Thereafter such association shall have the power, authority and obligation to supervise, regulate, control, operate, improve and maintain the roadways of the ranch and shall have the right, power and authority to make such reasonable assessment against each tract in the ranch as may be required to support, meet and pay the administrative expenses thereof, if any, and to pay the costs and expenses reasonable required to own, operate, improve and maintain such roadways. All such assessments upon any tract in the ranch shall become the personal obligation of the owners of such tract and such association shall have and is hereby granted a lien upon each lot to secure the payment of such assessments and such assessments shall be obligations running with the land. Purchaser hereby makes application for membership in said Property Owners Association.



- 13. Votes at the initial meeting of tract owners to organize the Property Owner's Association shall be acted upon at such meeting, in addition to such other issues as may properly come before the meeting, shall be:
  - a. The form of the organization, e.g., non-profit corporation, informal association, etc.
  - b. Election of officers to fill the office of President, Vice-President, Secretary and Treasurer for the first one year period of the association's operation.
  - c. Election of a committee to prepare and adopt the by-laws or rules and regulations for operation.
  - d. To set the time, date and place of the next meeting of the members of the association, which shall be not later than one year from the date of the initial meeting. There shall be a meeting of the members of the association at least once each year.
  
- 14. No deviation of any kind shall be permitted from these restrictions unless permission is granted in writing by the developers.

**FILED FOR RECORD**  
 12-17-99P04:22 FILE  
**ELAINE CARPENTER**  
 COUNTY CLERK, KIMBLE COUNTY, TEXAS.

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

**33340**

BY *Nicole Newbury*  
 HAYBEE TORRES, DEPUTY  
 NICOLE NEWBURY, DEPUTY



*Elaine Carpenter*  
 County Clerk, Kimble County, Texas  
 VOL. \_\_\_\_\_ PAGE \_\_\_\_\_  
 RECORDED \_\_\_\_\_



EXHIBIT "A"

DESCRIPTION FOR THE CENTERLINE OF A SIXTY FT. WIDE PRIVATE ROAD EASEMENT IN THE COLLINS RANCH, KIMBLE COUNTY, TEXAS

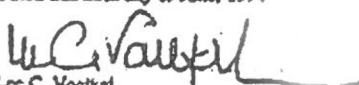
Being all of a certain sixty (60) ft. wide strip, tract or parcel of land encumbering 14.09 acres, more or less, out of J. S. Pierson Survey No. 108 (East part), Abstract No. 1360, C. A. Stapp Survey No. 108 (West part), Abstract No. 1936 and C. A. Stapp Survey No. 54, Abstract No. 1955, all surveys in Kimble County, Texas; upon, over and across the Collins Ranch, a subdivision of Kerr County according to the plat of record in Volume 1 at Page 40 of the Plat Records of Kimble County, Texas; part of a certain 996.52 acre tract conveyed as TRACT II from 4M Joint Venture to Don L. Morgan, Trustee; by a Deed of Trust executed the 4th day of April, 1994 and recorded in Volume 78 at Page 333 of the Deed Records of Kimble County, Texas; the centerline being described as follows:

**BEGINNING** at a 1/4" iron stake in the centerline of County Road No. 443 (aka Stapp Road), a forty (40) ft. wide public road for the east terminus of the herein described easement; which point bears 1765.53 ft. N.41°27'W. from a fence cornerpost marked with a 1/4" iron stake, the southeast corner of said TRACT II and Collins Ranch;

**THENCE**, upon, over and across said TRACT II and Collins Ranch, all calls to 1/4" iron stakes set at road angles: N.83°35'W., 150.23 ft.; S.63°09'W., 184.94 ft.; S.71°33'W., 400.08 ft.; N.66°38'W., 538.08 ft.; N.89°17'W., 538.50 ft.; N.81°17'W., 300.00 ft.; N.89°36'W., 1181.66 ft.; S.66°50'W., 356.51 ft.; S.72°27'W., 684.55 ft.; N.76°12'W., 385.94 ft.; N.81°52'W., 353.74 ft.; N.48°59'W., 246.70 ft.; N.89°47'W., 203.99 ft.; N.89°57'W., 342.14 ft.; N.68°09'W., 832.84 ft.; N.87°52'W., 852.12 ft.; N.73°59'W., 193.72 ft.; N.50°38'W., 208.46 ft.; N.18°28'W., 98.74 ft.; N.16°32'E., 310.91 ft.; N.10°42'W., 366.14 ft.; N.02°36'W., 817.36 ft.; and N.33°10'E., 278.56 ft. to a 1/4" iron stake set in the center of a fifty (50) ft. radius cul-de-sac for the north terminus of the herein described easement.

I hereby certify that these field notes and accompanying plat 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 28th day of June, 1994

  
Lee C. Voelkel  
Registered Professional Land Surveyor No. 3909  
County Surveyor for Kerr County, Texas

