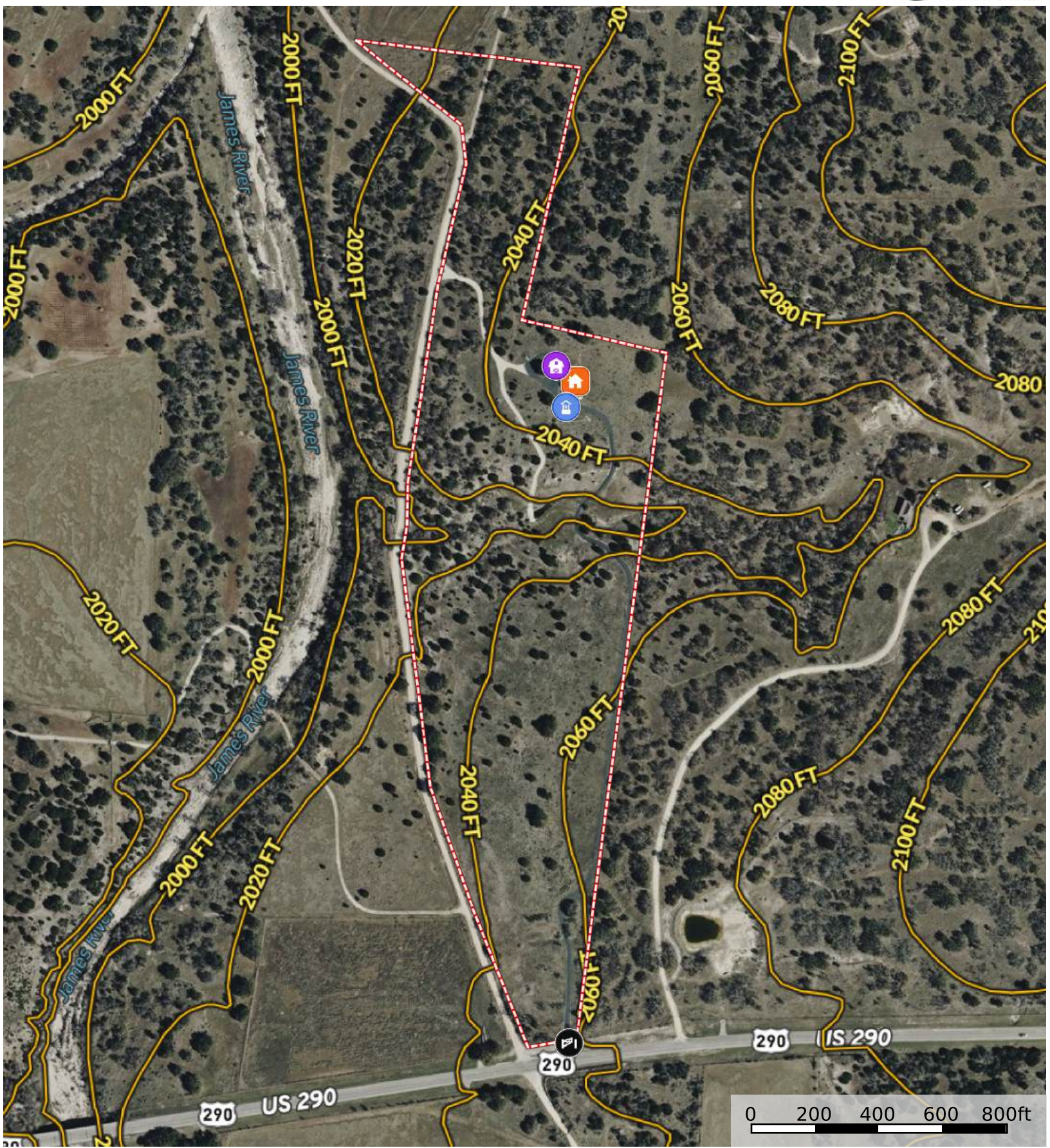




-  Gate
-  Well
-  Barn
-  House
-  Boundary

## STATE OF TEXAS WELL REPORT for Tracking #138793

|                |                                                         |               |                          |
|----------------|---------------------------------------------------------|---------------|--------------------------|
| Owner:         | LAMAR ITZ                                               | Owner Well #: | No Data                  |
| Address:       | 128 CANDICE LN.<br>KERRVILLE, TX 78028                  | Grid #:       | 56-45-6                  |
| Well Location: | 290 WEST 10 MILES OUTSIDE<br>HARPER<br>HARPER, TX 78631 | Latitude:     | 30° 18' 10" N            |
|                |                                                         | Longitude:    | 099° 24' 11" W           |
| Well County:   | Kimble                                                  | Elevation:    | 2052 ft. above sea level |
| Type of Work:  | New Well                                                | Proposed Use: | Stock                    |

Drilling Start Date: 3/3/2008

Drilling End Date: 3/3/2008

|           | Diameter (in.) | Top Depth (ft.) | Bottom Depth (ft.) |
|-----------|----------------|-----------------|--------------------|
| Borehole: | 8              | 0               | 185                |

Drilling Method: Air Hammer

Borehole Completion: Open Hole

|                    | Top Depth (ft.) | Bottom Depth (ft.) | Description (number of sacks & material) |
|--------------------|-----------------|--------------------|------------------------------------------|
| Annular Seal Data: | 0               | 20                 | 4                                        |

Seal Method: Gravity

Sealed By: Driller

Distance to Property Line (ft.): 150+

Distance to Septic Field or other  
concentrated contamination (ft.): N/A

Distance to Septic Tank (ft.): No Data

Method of Verification: ESTIMATED

Surface Completion: Surface Sleeve Installed

Water Level: 105 ft. below land surface on 2008-03-03 Measurement Method: Unknown

Packers: RUBBER 20'

Type of Pump: No Data

Well Tests: Jetted Yield: 3 GPM with 0 ft. drawdown after 1 hours

|                |                    |              |
|----------------|--------------------|--------------|
| Water Quality: | Strata Depth (ft.) | Water Type   |
|                | 105                | Good/Edwards |

Chemical Analysis Made: **No**

Did the driller knowingly penetrate any strata which contained injurious constituents?: **No**

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the report(s) being returned for completion and resubmittal.

Company Information: **PICKENS DRILLING CO.**

**PO BOX 543  
HARPER, TX 78631**

Driller Name: **WILL PICKENS**

License Number: **54996**

Apprentice Name: **PETER BENNETT**

Apprentice Number: **57788**

Comments: **No Data**

Lithology:  
DESCRIPTION & COLOR OF FORMATION MATERIAL

Casing:  
BLANK PIPE & WELL SCREEN DATA

| Top (ft.) | Bottom (ft.) | Description                               |
|-----------|--------------|-------------------------------------------|
| 0         | 1            | TOP SOIL                                  |
| 1         | 40           | SOLID YELLOW & WHITE LIMESTONE            |
| 40        | 100          | BROKEN UP YELLOW, WHITE, & GREY LIMESTONE |
| 100       | 160          | SOLID GREY LIMESTONE                      |
| 160       | 185          | SOLID GREY LIMESTONE & BLUE SHALE         |

| Dia. (in.) | New/Used | Type      | Setting From/To (ft.) |
|------------|----------|-----------|-----------------------|
| 8 5/8      | NEW      | STEEL     | -2 TO +1 188          |
| 4 1/2      | NEW      | PVC       | +2 TO 125 SDR21       |
| 4 1/2      | NEW      | PVC PERF. | 125 TO 185 SDR21      |

**IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY**

TEX. OCC. CODE Title 12, Chapter 1901.251, authorizes the owner (owner or the person for whom the well was drilled) to keep information in Well Reports confidential. The Department shall hold the contents of the well log confidential and not a matter of public record if it receives, by certified mail, a written request to do so from the owner.

Please include the report's Tracking Number on your written request.

**Texas Department of Licensing and Regulation**

**P.O. Box 12157  
Austin, TX 78711  
(512) 334-5540**

42977

CHESTER LAMAR ITZ and wife,  
CATHYLEEN F. ITZ

TO

THE PUBLIC

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS     §

COUNTY OF KIMBLE     §

THAT WHEREAS, CHESTER LAMAR ITZ, herein called "Itz", is the record owner of all that 314.755 acres of land being described in two parcels located in Kimble County, Texas, being more particularly described on Exhibit "A," attached hereto and made a part hereof; and

WHEREAS, Itz will convey the above described lands subject to certain protective covenants, reservations, conditions, restrictions and charges as hereinafter set forth:

NOW, THEREFORE, it is hereby declared that all of the above referred lands shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the land and shall be binding on all parties having a right, title or interest in or to the above described lands or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof, and any contract or deed which may hereafter be executed in connection with said lands or any part thereof, shall be conclusively held to have been executed, delivered and accepted subject to the terms and conditions contained in this instrument, regardless of whether or not such terms and conditions are specifically set out in said contract or deed.

I.

**DEFINITIONS**

1.01. "Owner" shall refer to the record owners whether one or more persons or entity, of the fee simple title to any portion of the above described land, excluding however, those

having any interest therein merely as security for the performance of an obligation.

1.02. "Tract" shall refer to any portion of the land, as owned by any owner.

## II.

### RESTRICTIONS

2.01. All tracts shall be used solely for residential, agricultural, recreational and hunting purposes. No commercial use is permitted except for the commercial growing of trees and/or crops, including grasses and all other like products, the leasing of a tract for hunting, and use for the raising of livestock except that no breeding, arena or commercial feeding or feedlot operations shall be permitted. Specifically, but without limiting the prohibition against use for commercial purposes, no wineries, retail selling of crops, merchandise or products shall be permitted on any Tract, nor shall the public display of crops, merchandise, or products be permitted on any Tract.

2.02. Swine shall not be kept on a tract except for youth projects of a tract owner's children. Dogs, cats and other domestic pets shall be limited to 10 in number, and the same shall be kept in neat, sanitary conditions and confined to the owner's Tract.

2.03. No buildings shall be moved onto the property. All buildings shall be constructed and erected on site, and may include homes made of prefabricated components. Provided, however, pre-fabricated storage units may be placed on the property, but the same shall not be used as a barn or for housing animals or for dwelling purposes. The relocation or reconstruction of a structure of historic quality and integrity shall be permitted. No mobile home, and/or industrial built home, whether or not wheels have been removed, shall be placed on any Tract.

2.04 Only one dwelling may be placed on a Tract, which may consist of one modular home or one manufactured home which shall be skirted with rock within 60 days of placement on the property.

2.05. Travel trailers, motor homes, or other recreational vehicles may be utilized on a Tract as temporary shelters for weekend guests and the like, provided the owner is present and the campsite is no closer than 150 feet from any Tract line. No travel trailer, motor home or other recreational vehicle shall be used as a permanent dwelling.

2.06. A residence shall not be occupied until the exterior thereof shall be completely finished and connected to a septic tank or other waste disposal system approved by the County and/or State Health Department or other governing body controlling wells and septic systems. The exterior of any building shall be completed not later than fifteen (15) months after laying the foundation of that respective building.

2.07. No structure, building, barn or storage unit shall be erected on any Tract nearer than one hundred (100') feet from the front, side or rear Tract lines. Any structure existing as of the date hereof is exempted.

2.08. Garbage, refuse or trash of any kind shall not be accumulated or buried on a tract. Inoperative equipment, vehicles, building materials and the like, for personal use only, must be neatly kept and stored in buildings or behind fencing and not be visible from any Tract or from the road dividing the subject property. No accumulation of inoperative equipment which shall constitute a junkyard shall be permitted. Antique implements used for decorative or landscaping purposes are exempted.

2.09. Noxious or offensive activity shall not be permitted on a tract, nor shall anything be done thereon which shall be an annoyance or nuisance.

2.10. Mineral exploration or extraction of any type which will damage the surface shall not be permitted on a tract. This prohibition shall not apply to the usual methods of drilling and exploration for oil and gas, but is intended to prohibit surface destructive methods of mineral production such as, without limitation, strip or open pit methods.

2.11. This subdivision is beginning with two tracts, one containing 276.41 acres and one containing 38.334 acres. Said 276.41 acre tract may be subdivided into tracts containing no less than 69 acres.

2.12. All fencing placed on the perimeter of any Tract shall include standard fence netting, barb wire or better.

### III.

#### GENERAL PROVISIONS

3.01. If any term or provision of this instrument or the application thereof shall be held to be invalid, all other terms and provisions of these restrictions or the application thereof shall not be affected thereby, nor shall any failure of any Owner, his or her heirs or assigns to seek enforcement of any term or provision constitute a waiver of any right to do so in the future or the validity or enforceability of such term or provision.

3.02. If an Owner defaults in the performance of any term, covenant, or condition of these restrictive covenants, any other Owner may elect either to enforce any remedy at law or equity on giving at least sixty (60) days' notice sent by certified mail, return receipt requested, to the address of record with the Kimble County Tax Appraisal District of the defaulting Owner, notifying such Owner of the default and of such intention unless such Owner shall have cured such default prior to expiration of the sixty (60) day period. Owners and every other person, firm or corporation hereinafter having any right, title or interest in any tract or parcel of land subject to these restrictions, shall have the right to enforce and to prevent the violation of any of said restrictions by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney's fees.

3.03. The covenants, conditions and restrictions of this instrument shall run with and bind the land and shall inure to the benefit of, and be enforceable by Itz or the Owner of any

tract subject to this instrument, and their respective legal representatives, heirs, successors and assigns, and shall be effective until twenty-five years from the date of this instrument, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years each, unless amended as provided herein. The covenants, conditions and restrictions contained in this instrument may be amended at any time after November 1, 2022, by an instrument signed by not less than the Owners of seventy-five per cent (75%) of the above described 314.755 acres.

No amendment shall be effective until duly recorded in the Official Public Records of Kimble County, Texas, nor until the approval of any governmental regulatory body, which may be then required, shall have been obtained.

EXECUTED this 6<sup>th</sup> day of November 2007.

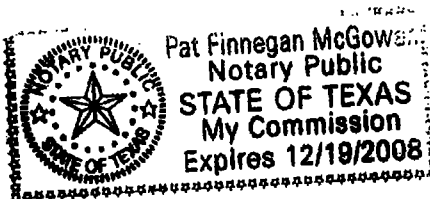
Chester Lamar Itz  
CHESTER LAMAR ITZ

Cathleen F. Itz  
CATHYLEEN F. ITZ

THE STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on this the 6<sup>th</sup> day of November 2007, by CHESTER LAMAR ITZ and wife, CATHYLEEN F. ITZ.



Pat Finnegan McGowan  
Notary Public in and for  
the State of Texas