



**Amended and Restated  
Declaration of Covenants, Conditions and Restrictions of  
the Paradise Ranch Subdivision**

**Basic Information**

**Effective Date:** August 11, 2014

**Declarant:** All undersigned Owners (hereinafter defined) of Paradise Ranch

**Declarant's Address:** c/o Property Owners Association, 3491 Paradise Ranch Road, Victoria, Texas 77905

**Property Owners Association:** Paradise Ranch Landowners' Association, Inc., a Texas nonprofit corporation

**Property Owners Association's Address:** 3491 Paradise Ranch Road, Victoria, Texas 77905

**Property:** 2232 acres of land, more or less, situated in Victoria County, Texas, commonly known as Paradise Ranch Subdivision No. 1, according to the map or plat thereof recorded under Document No. 201007386, Map Records of Victoria County, Texas, and as more specifically described by metes and bounds on EXHIBIT A, attached hereto and incorporated herein for all purposes.

**Definitions**

“ACC” means the Architectural Control Committee established in this Declaration.

“Assessment” means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

“Board” means the Board of Directors of the Property Owners Association.

“Bylaws” means the Bylaws of the Property Owners Association adopted by the Board, as amended from time to time by the Members.

“Common Area” means all portions of the Property not designated as a Lot on the Plat and that has not been accepted for maintenance by any applicable governmental body.

“Covenants” means the covenants, conditions, and restrictions contained in this Declaration.

“Declarant” means the undersigned Owners.

“Declaration” means this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

“Easements” means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

“Governing Documents” means this Declaration, and the Certificate of Incorporation, Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

“Lot” means each tract of land designated as a lot on the Plat.

“Member” means Owner.

“Owner” means every record Owner of a fee interest in a Lot and Common Area.

“Partnership” means Paradise Ranch, Ltd., the limited partnership comprised of the Property Owners Association, as the general partner, and most, if not all, of the Members, as limited partners, established to own and manage the surface estate of the Common Area.

“Plat” means the Plat of the Property recorded under Document No. 201007386 of the real property records of Victoria County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

“Quorum” means 2/3 of the total voting Members eligible to vote, present or by proxy, at a meeting of the Property Owners Association.

“Residence” means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

“Resident” means any occupant of a Residence permitted in accordance with this Declaration.

“Single Family” means a group of individuals related by blood, adoption, or marriage, or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

“Structure” means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

“Subdivision” means the Property covered by the Plat and the remainder of the Property known as the Common Area.

“Vehicle” means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

## **Clauses and Covenants**

### **A. Imposition of Covenants**

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants. This Declaration is an amendment and restatement of all prior declarations, covenants, conditions, restrictions and other similar

documents of or pertaining to the Property, whether recorded or unrecorded, and shall supersede any and all such prior declarations, covenants, conditions, restrictions and similar documents.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Governing Documents and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

**B. Plat and Easements**

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

5. The Property Owners Association will contribute to the maintenance of the Easements, including all roads in or apart from the Easements, as approved by a majority of a Quorum of the Members at the annual meeting of the Property Owners Association.

**C. Use and Activities**

1. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family and/or for the keeping of animals as provided in Section C.2 below.

2. *Animals.* Horses may be kept on the Lots if adequate stables or pens have been built, provided that such stables or pens are maintained in a clean and sanitary condition, and provided further that no odor from such stables or pens shall be permitted which may be noxious or offensive to any other Residents. No more than two (2) horses per acre may be kept on a Lot.

Cattle, goats, sheep or any other type of livestock require Board approval before they are allowed to be kept on any lot within the Residential Subdivision Area.

No dangerous pets of any type that may pose a safety or health threat to the community shall be raised, bred or kept on any Lot. Residents may keep cats, dogs, or other generally recognized household pets provided that they are not kept, or maintained for any commercial purposes.

All animals shall be kept in strict accordance with all local laws and ordinances and in accordance with all rules established by the Board. No animals shall be allowed to endanger the health or safety of any Resident or cause an annoyance or nuisance to any other Resident. It shall be the responsibility of the Owners of animals to prevent the animals from endangering the health or safety of any Resident or becoming a nuisance to the other Residents. No commercial breeding or boarding of any animals shall be allowed on the Property.

As may be determined by the Board, any animal which endangers the safety or health of any Resident or which creates a nuisance or an unreasonable disturbance must be permanently removed from the Residential Area.

3. *Prohibited Activities.* Prohibited activities in the Subdivision are—
- a. any activity that is otherwise prohibited by the Governing Documents;
  - b. any illegal activity;
  - c. any nuisance, noxious, or offensive activity;
  - d. any dumping of rubbish;
  - e. any exploration for or extraction of minerals (except on or from Common Areas);
  - f. any commercial or professional activity except reasonable home office use;
  - g. the renting of a portion of a Residence or Structure, or the renting of a Residence or Structure for a term of less than one year;
  - h. the display of any sign except—
    - i. one not more than five (5) square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and

- ii. political signage not prohibited by law or the Governing Documents;
- i. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot, except for (i) campers, motorhomes or travel trailers used as a temporary residence only (i.e., not to exceed twelve months in the aggregate), and (ii) a Manufactured Dwelling House (as defined by the Federal Housing Administration) having a total area, exclusive of porches, garages or carports, of at least sevenhundred (700) square feet, with tongues and axles removed, and skirted with vinyl or other skirting approved by the ACC, and otherwise as approved by the ACC and in compliance with the other provisions for Residences as herein provided;
- j. interfering with a drainage pattern without ACC approval;
- k. any keeping or raising of animals, livestock or poultry, except as provided in Section C.2.

4. *Prohibited Transfers.* Any purported conveyance, judicial sale, or other voluntary or involuntary transfer of (i) an undivided interest in the Common Area without the Lot to which that interest is appurtenant or with which such undivided interest was granted is void, except for the contribution of any such undivided interest in the Common Area to the Partnership in exchange for a limited partnership interest in the Partnership, in which event any purported conveyance, judicial sale, or other voluntary or involuntary transfer of (i) said limited partnership interest without the Lot to which that limited partnership interest is appurtenant is void, and (ii) a Lot without the undivided interest in the Common Area or the limited partnership interest in the Partnership, as applicable, which is appurtenant to said Lot, is void.

**D. Construction and Maintenance Standards**

1. *Lots*

- a. *Consolidation of Lots.* An Owner of adjoining Lots, with ACC approval, may consolidate those Lots into one site for the construction of a Residence.
- b. *Subdivision Prohibited.* No Lot may be further subdivided.
- c. *Easements.* No easement in a Lot may be granted without ACC approval.

2. *Residences and Structures*

- a. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least seven hundred(700) square feet.
- b. *Location on Lot.* No Residence or Structure shall be located on any Lot nearer to the front Lot line than twenty-five feet (25') or nearer to the side Lot line than fifteen feet (15').

3. *Grandfathered Uses.* All Lots previously developed in violation of these restrictions pertaining to setback requirements or building construction shall be grandfathered for the existing improvements; provided, however, that upon irreparable damage or removal of non-conforming improvements, all new construction shall comply with this Declaration.

**E. Property Owners Association**

1. *Establishment and Governance.* The Property Owners Association has been established by the filing of its certificate of formation, and is governed by the certificate, the Declaration, and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Governing Documents. Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has one class of Members. The Owner of each Lot has one vote in the Property Owners Association.

**F. ACC**

1. *Establishment*

a. *Purpose.* The Architectural Control Committee (ACC) is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Governing Documents.

b. *Members.* The ACC consists of two persons appointed by the Board, and one Lot manager, who shall be an Owner of a Lot adjacent to the applicant Lot. The Board may remove or replace an ACC member at any time.

c. *Term.* ACC members serve for two year terms, unless sooner replaced by the Board or they resign.

2. *Plan Review*

a. Any Owner wishing to develop a Lot must provide the ACC with a copy of the survey plat of the Lot being developed. The property corners must be clearly marked. Any proposed buildings should be measured and marked on the ground for location and size. It is the responsibility of the Owner to verify to the ACC, the Board and the Members that the proposed changes do not encroach upon other Lots and/or Common Area, and that they meet standards set herein by the Property Owners Association.

- b. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within thirty (30) days after submission, the submitted plans and specifications are deemed approved.
- c. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within thirty(30) days after the ACC's action. The Board shall determine the appeal within thirty(30) days after timely notice of appeal is given.

3. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.

4. *No Liability.* The Property Owners Association, the Board, the ACC, and the Members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

5. *Standards.* The following standards should be met by all applicants to the ACC unless a waiver is obtained from the Board.

- a. All proposed changes should conform to Construction and Maintenance Standards (Section D. above).
- b. No excavation that would shift water run-off to neighboring property including roadways and Common Areas, are allowed.
- c. All mobile homes must be skirted.
- d. Standards may be amended by the Members at any membership meeting where a Quorum is present by a majority vote. A list of all applicable standards should be made available by the committee to any Lot Owner upon request.

## **G. Assessments**

1. *Authority.* The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.

2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.

3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by the Declarant and assigned to the Property Owners Association.

By acceptance of a deed to a Lot, and/or by the execution of this Declaration, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.

4. *Assignments.* All Lots are subject to Assessments.

5. *Regular Assessments*

a. *Rate.* Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Property Owners Association. The Regular Assessment will be established at the annual Owners meeting by a majority vote of the Members for which a Quorum is present.

b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Owners. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.

c. *Collections.* Regular Assessments will be collected annually or semiannually in advance, payable on the first day of February for the annual assessment or on the first day of February and August for the semiannual payments. Written notice is not a requirement for the collection of Regular Assessments.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a majority vote at a meeting of the Members in accordance with the Bylaws.

8. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

9. *Delinquent Assessments.* Any Assessment not paid within fifteen (15) days after it is due is delinquent.

## **H. Remedial Rights**

1. *Late Charges.* A late charge may be assessed for delinquent payments. Delinquent Assessments accrue at five (5) dollars per day.

2. *Costs, Attorney's Fees, and Expenses.* If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners



Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Governing Documents, in accordance with applicable law.

3. *Judicial Enforcement.* The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Governing Documents.

5. *Suspension of Rights.* If an Owner violates the Governing Documents, the Property Owners Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.

5. *Damage to Property.* An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors.

## **I. Common Area**

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to—

- a. suspend an Owner's rights under the Governing Documents;
- b. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and

2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Governing Documents. Permission to use the Common Area is subject to signing a liability waiver. It is the responsibility of the owner to obtain the signed waiver and file it with the Property Owners Association.

3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except for routine maintenance of land and existing structures, and otherwise as approved by the Board.

## **J. General Provisions**

1. *Term.* This Declaration runs with the land and is binding in perpetuity.
2. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Governing Documents is not a waiver.
3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by vote of two-thirds (2/3) of the votes in the Property Owners Association at a meeting in accordance with the Bylaws. An instrument containing the approved amendment will be signed by the Property

Owners Association and recorded.

5. *Conflict.* This Declaration controls over the other Governing Documents.

6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

7. *Notices.* Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail or electronic mail. Notice is deemed delivered (whether actually received or not) when (i) properly deposited with the United States Postal Service, addressed to a Member, at the Member's last known address according to the Property Owners Association's records, and the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members, or (ii) another method of proper transmission is confirmed. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.

8. *Annexation of Additional Property.* On written approval of the Board and not less than two-thirds(2/3) of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

9. *Execution.* This Declaration may be executed in counterparts, and, when assembled, shall constitute one original instrument. Any counterpart executed subsequent to the recording of this Declaration shall be deemed annexed to this Declaration automatically upon the recording of such counterpart, in the form of an affidavit or ratification or other similar instrument evidencing an intent to join in and/or be bound by this Declaration, in the Official Public Records of Victoria County, Texas.

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Roy O. Baker  
Roy O. Baker

Maxine Baker  
Maxine Baker

Robert L. Coker  
Robert L. Coker

Tondra Ann Coker  
Tondra Ann Coker

Gene Allen  
Gene Allen

Judy Allen  
Judy Allen

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Jimmy Mitchell

\_\_\_\_\_  
Rene Mitchell

James Byrom  
James Byrom

Vicki Byrom  
Vicki Byrom

Dan McMaster  
Dan McMaster

Connie McMaster  
Connie McMaster

Mark Brannon  
Mark Brannon

\_\_\_\_\_  
Maribel Brannon

Cecil E. Smith  
Cecil E. Smith

Diana J. Smith  
Diana J. Smith

William J. Shaw  
William J. Shaw

\_\_\_\_\_  
Marilyn Shaw

William Campbell  
William Campbell

Laura Campbell  
Laura Campbell

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Roy O. Baker

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Maxine Baker


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Robert L. Coker

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Tondra Ann Coker

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Gene Allen

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Judy Allen

  
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Jimmy Mitchell

  
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Rene Mitchell

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James Byrom

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Vicki Byrom

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Dan McMaster

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Connie McMaster

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Mark Brannon

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Maribel Brannon

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Cecil E. Smith

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Diana J. Smith

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William J. Shaw

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Marilyn Shaw

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William Campbell

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Laura Campbell

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Robert Bailey  
Robert Bailey

Kathleen Bailey  
Kathleen Bailey

Charles A. Durrett  
Charles Durrett

K. Annette Durrett  
K. Annette Durrett

Thomas Bang  
Thomas Bang

Joel R. Hering  
Joel R. Hering

Pamella Locke Mitchell  
Pamella Locke Mitchell

Marie C. Manning  
Marie C. Manning

Hewitt B. Fox Family Partnership, Ltd.

Hypomone, LLC

By: D. Stan Fox, General Partner

By: Rob May Manager

PBCB Properties, LLC

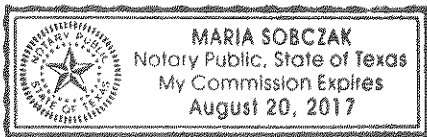
Herbert Duncan  
Herbert Duncan

By: Paul A. Busch  
Paul A. Busch, Manager  
Charlotte Busch  
CHARLOTTE BUSCH  
manager

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THE STATE OF TEXAS §  
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COUNTY OF VICTORIA §

This instrument was acknowledged before me on March 29, 2014, by Roy O. Baker.



Maria Sobczak  
Notary Public, State of Texas

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Robert Bailey

  
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Charles Durrett

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Notary Public, State of Texas

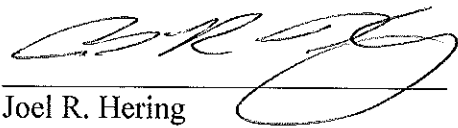
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Paul A. Busch, Manager

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\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

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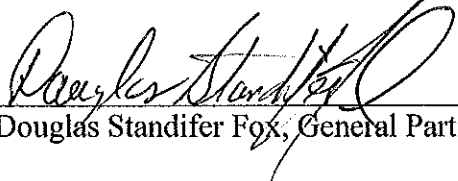
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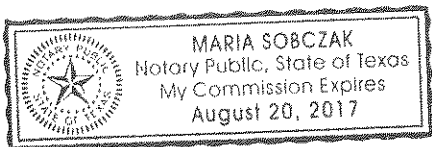
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COUNTY OF VICTORIA §

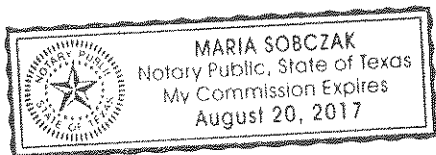
This instrument was acknowledged before me on March 29, 2014, by Maxine Baker.



Maria Sobczak  
Notary Public, State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF VICTORIA §

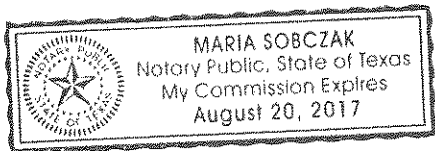
This instrument was acknowledged before me on March 29, 2014, by Robert L. Coker.



Maria Sobczak  
Notary Public, State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF VICTORIA §

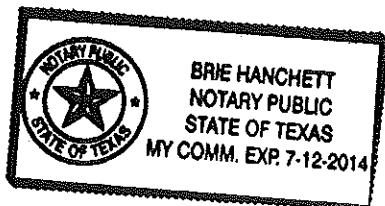
This instrument was acknowledged before me on March 29, 2014, by Tondra Ann Coker.



Maria Sobczak  
Notary Public, State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF Victoria §

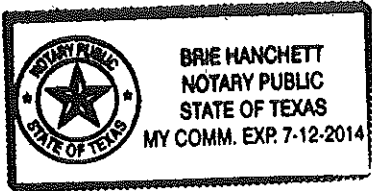
This instrument was acknowledged before me on June 2nd, 2014, by Gene Allen.



Brië Hanchett  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF Victoria §

This instrument was acknowledged before me on June 16,, 2014, by Judy Allen.



Brië Hanchett  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Jimmy Mitchell.

\_\_\_\_\_  
Notary Public, State of Texas

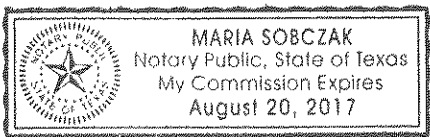
THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Rene Mitchell.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF VICTORIA §

This instrument was acknowledged before me on March 29, 2014, by James Byrom.



Maria Sobczak  
Notary Public, State of Texas

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF \_\_\_\_\_ §

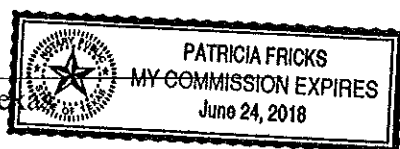
This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Judy Allen.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on July 2, 2014, by Jimmy Mitchell.

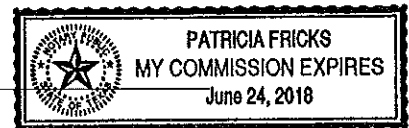
*Patricia Fricks*  
\_\_\_\_\_  
Notary Public, State of Texas



THE STATE OF TEXAS   §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on July 2, 2014, by Rene Mitchell.

*Patricia Fricks*  
\_\_\_\_\_  
Notary Public, State of Texas



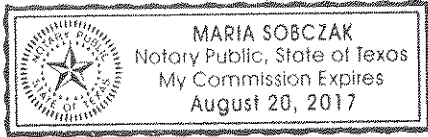
THE STATE OF TEXAS   §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by James Byrom.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF VICTORIA §

This instrument was acknowledged before me on March 29, 2014, by Vicki Byrom.



Maria Sobczak  
Notary Public, State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF VICTORIA §

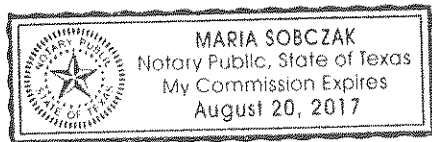
This instrument was acknowledged before me on March 29, 2014, by Dan McMaster.



Maria Sobczak  
Notary Public, State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF VICTORIA §

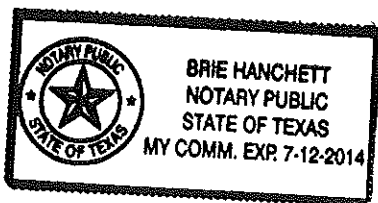
This instrument was acknowledged before me on March 29, 2014, by Connie McMaster.



Maria Sobczak  
Notary Public, State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF Victoria §

This instrument was acknowledged before me on June 2nd, 2014, by Mark Brannon.



Brie Hanchett  
Notary Public, State of Texas

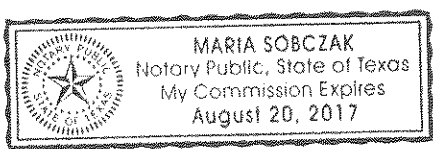
THE STATE OF TEXAS §  
§  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Maribel Brannon.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF VICTORIA §

This instrument was acknowledged before me on March 29, 2014, by Cecil E. Smith.



Maria Sobczak  
Notary Public, State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF VICTORIA §

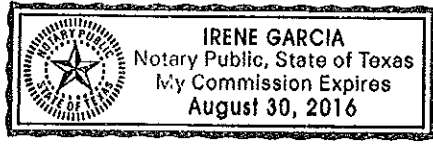
This instrument was acknowledged before me on March 29, 2014, by Diana J. Smith.



Maria Sobczak  
Notary Public, State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF Nueces §

This instrument was acknowledged before me on 4-14, 2014, by William J. Shaw.



Irene Garcia  
Notary Public, State of Texas

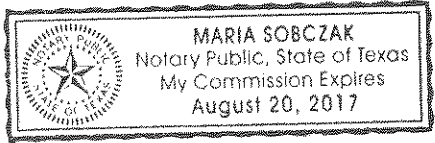
THE STATE OF TEXAS §  
§  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Marilyn Shaw.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF VICTORIA §

This instrument was acknowledged before me on March 29, 2014, by William Campbell.



Maria Sobczak  
Notary Public, State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF VICTORIA §

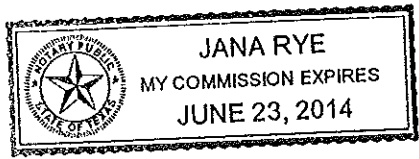
This instrument was acknowledged before me on March 29, 2014, by Laura Campbell.



Maria Sobczak  
Notary Public, State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF Nueces §

This instrument was acknowledged before me on April 6, 2014, by Robert Bailey.



Jana Rye  
Notary Public, State of Texas



THE STATE OF TEXAS §  
§  
COUNTY OF Nueces §

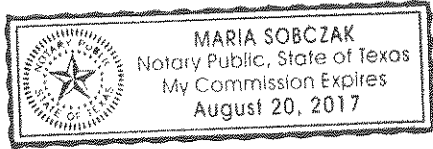
This instrument was acknowledged before me on April 6, 2014, by Kathleen Bailey.



Jana Rye  
Notary Public, State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF VICTORIA §

This instrument was acknowledged before me on March 29, 2014, by Charles Durrett.



Maria Sobczak  
Notary Public, State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by K. Annette Durrett.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF Nueces §

This instrument was acknowledged before me on April 21, 2014, by Thomas Bang.



Carolina M. Salazar  
Notary Public, State of Texas

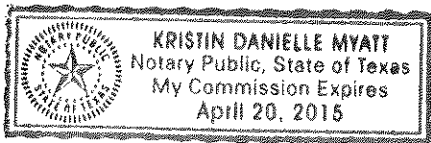
THE STATE OF TEXAS §  
§  
COUNTY OF VICTORIA §

This instrument was acknowledged before me on March \_\_\_\_, 2014, by Kathleen Bailey.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF VICTORIA §

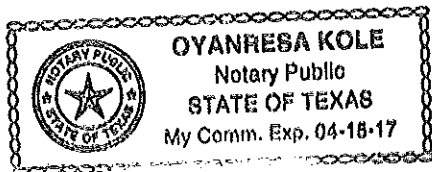
This instrument was acknowledged before me on March 7<sup>th</sup>, 2014, by Charles Durrett.



*Kristin D. Myatt*  
\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF VICTORIA §

This instrument was acknowledged before me on ~~March~~ July 12, 2014, by K. Annette Durrett.



*[Signature]*  
\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS §  
§  
COUNTY OF VICTORIA §

This instrument was acknowledged before me on March \_\_\_\_, 2014, by Thomas Bang.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Joel R. Hering.

\_\_\_\_\_  
Notary Public, State of Texas

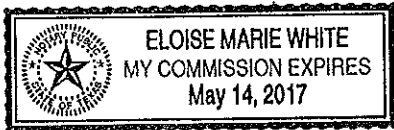
THE STATE OF TEXAS    §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Pamela Locke Mitchell.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF Nueces    §

This instrument was acknowledged before me on 14 July, 2014, by Marie C. Manning.



Eloise Marie White  
Notary Public, State of Texas

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by D. Stan Fox, General Partner of the Hewitt B. Fox Family Partnership, Ltd., on behalf of such partnership.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF Brazoria §

This instrument was acknowledged before me on July 14, 2014, by Joel R. Hering.



Tracy Hanneegan  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Pamela Locke Mitchell.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Marie C. Manning.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Hewitt B. Fox, General Partner of the Hewitt B. Fox Family Partnership, Ltd., on behalf of such partnership.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Joel R. Hering.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Pamella Locke Mitchell.

\_\_\_\_\_  
Notary Public, State of Texas

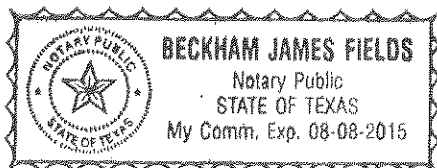
THE STATE OF TEXAS   §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Marie C. Manning.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF NUECES §

This instrument was acknowledged before me on MAY 6, 2014, by Douglas Standifer Fox, General Partner of the Hewitt B. Fox Family Partnership, Ltd., on behalf of such partnership.



*Bea J. Fox*

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Rob May,  
Manager of Hypomone, LLC, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by Paul A. Busch,  
Manager of PBCB Properties, LLC, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on July 2, 2014, by Herbert Duncan.

*Patricia Fricks*  
\_\_\_\_\_  
Notary Public, State of Texas



After Recording, Return To:

Paradise Ranch Landowners Association, Inc.  
3491 Paradise Ranch Road  
Victoria, Texas 77905

## EXHIBIT A

All that certain tract or parcel of land, lying and being situated in Victoria County, Texas, being Twenty-eight Hundred and Sixty-five (2865) acres of the Desiderio Nira Grant, Abstract 91, and Francisco Ramon Grant, Abstract 95, said 2865 acres are thus meted and bounded:

BEGINNING at a stake on the right bank of the Guadalupe River, the upper corner of the lower one fourth of the Desiderio Nira Grant; THENCE South 54 deg. 30 min. West (with a variation of 8 deg. 26 min. East) with the upper line of said one fourth of Desiderio Nira Grant; at 5837 varas, stake for corner of land conveyed by T. D. Wood to J. A. McFaddin, whence a willow tree 16 inches in diameter marked X bears North 32-1/2 East 7 varas; THENCE South 42 deg. East, with the Northeast boundary of said land conveyed to J. A. McFaddin, as aforesaid, at 2881 varas a corner of said land; THENCE North 51 deg. East, at 701-8/10 varas a stake, whence a double live oak tree 24 inches in diameter marked V. near the base, bears North 30 deg. West 35-9/10 varas at 878-8/10 varas the West bank of Bayou, at 913-8/10 varas, a stake on the East bank of Bayou for another corner of said land conveyed to J. A. McFaddin, as aforesaid; THENCE down the Bayou's left bank, South 37 deg. East, 40 varas to corner; THENCE No. 54-1/2 deg. East 4050 varas to right bank of Guadalupe River; THENCE with the meanders of said river as follows: North 13 deg. East 40 varas; North 33 East 200 varas; North 0 deg. East 89 varas; North 7 deg. West, 96 varas; North 18 deg. West, 125 varas; No. 9 deg. West, 100 varas; North 1-1/2 deg. West, 260 varas; North 6 deg. West, 200 varas North 13-1/5 deg. West, 214 varas; North 19 deg. West, 74 varas; North 39 deg. West, 88 varas; North 52 deg. West, 100 varas; North 76-1/2 deg. West, (at 14 varas cross field fence) 20 varas; North 51-1/2 deg. West, 200 varas; North 40-1/2 deg. West, 168 varas South 58 deg. West, 246 varas; North 69 deg. West, 120 varas; North 5-1/2 deg. West, 310 varas; North 72-1/2 deg. West 280 varas; North 33/1-2 deg. West, 120 varas; North 13-1/2 deg. West, 275 varas; North 29 deg. West, 200 varas; North 58-1/2 deg. West, 100 varas, to the place of beginning, and being all that portion of the Desiderio Nira and Francisco Ramon Grants, conveyed to Ben W. Fly by T. D. Wood (except a portion of the Ramon Grant owned by C. E. Stubblefield) by deed of date December 16, 1901, recorded in Volume 47, Page 7 to 10 of the Deed Records of Victoria County, Texas, and also being the same premises which were conveyed to B. J. Wilkinson by said Ben W. Fly, by deed dated January 15, 1907, of record in Volume 56, Page 233 et seq. of the Deed Records of Victoria County, Texas, and being the same land described in a certain deed of trust from B. J. Wilkinson and wife, Mrs. Pearle Wilkinson, to J. W. O'Conner, Trustee, dated the 18th day of October, 1917, and duly recorded in Volume 86, Page 525 of the Deed of Trust or Mortgage Records of Victoria County, Texas, the said lands having been conveyed by B. J. Wilkinson and wife, Mrs. Pearle H. Wilkinson, on April 16th, 1924, to H. E. Dalton and wife, Mrs. Verna E. Dalton, by deed which is duly recorded in Volume 104, Page 626 of the Deed Records of Victoria County, Texas, and the same having been reconveyed by J. A. Moseley to H. E. Dalton and wife, Mrs. Verna E. Dalton, after previous transfer from H. E. Dalton and wife, Mrs. Verna E. Dalton, to J. A. Moseley by deed which is duly recorded in the Deed Records of Victoria County, Texas, and being the same land conveyed to Mrs. Verna E. Dalton by H. E. Dalton by deed dated June 11, 1937, being duly recorded in Volume 159, Page 586 of

the Deed Records of Victoria County, Texas, and including all lands owned by us in the Desiderio Nira and Francisco Ramon Grants, whether the same contain 2865 acres, more or less; and being the same land described in the deed from H. E. Dalton, et ux, to William F. Krahl, dated June 30, 1943, of record in Volume 194, Page 122 of the Deed Records of Victoria County, Texas; to which reference is here made for all appropriate purposes; and being the same land described in the deed from William F. Krahl to Lee M. Duggan, Jr., dated the 6th day of August, 1954, and recorded in Volume 377, Page 87, Deed Records of Victoria County, Texas, to which deed and the record thereof reference is here made for all appropriate purposes.

LESS AND EXCEPT THE FOLLOWING:

BEING a 633 acre tract, more or less, lying, situate, and being partially in the Desiderio Nira Grant, A-91 and the Francisco Ramon Grant, A-95, in Victoria County, Texas, and being the easterly portion of that certain 2865 acre tract conveyed by Delbert Brod to Big Rack, LTD by deed recorded in Volume 1052, Page 88 of the Deed Records of said county and being more fully described by metes and bounds with bearings based upon Dupont plant control monuments (N5301.30, E2555; N4326.11, E2555) as follows:

BEGINNING at the presently recognized southeasterly corner of said 2865 acre tract as marked by fence line, same being the presently recognized northeasterly corner of the Douglas W. Stubblefield et al tract (V. 955, Pg. 475), and being on the westerly bank of the Guadalupe River;

THENCE, with the recognized common line of said Stubblefield-Big Rack tracts, N88 deg. 52'00"W., at 50.00 feet pass a 5/8 inch iron rod set for reference to corner and continuing for an overall distance of 1381.21 feet to the center of a 24 inch live oak tree at angle point in said line;

THENCE, continuing with said common line, N.89 deg. 16'50"W., 1259.14 feet to a conical concrete monument with a 5/8 inch iron rod set under fence for the southwesterly corner of this parcel being described, said concrete monument bears N.89 deg. 54'47"E., 11,847.35 feet, more or less, from a fence corner post at the presently recognized southwesterly corner of said Big Rack tract;

THENCE, departing from the perimeter of said Big Rack tract, N.00 deg. 49'27"E., at 4394.04 feet pass a 5/8 inch iron rod set for line reference, at 5366.49 feet pass a 5/8 inch iron rod set for the center of the east end of a 60 foot wide ingress-egress easement this day described, which together with easements recorded in Volume 222, Page 412 will provide access to U. S. Highway 77, at 7224.51 feet pass a 5/8 inch iron rod set for line reference on a dirt levee, and continuing for an overall distance of 7764.04 feet to a conical concrete monument with a 5/8 inch iron rod set for the northwesterly corner of this description in the northerly line of said Big Rack tract, same being the recognized southerly line of the Brame O'Connor tract and



which bears S.89 deg.10'33"E., 12759.56 feet, more or less, from a 5/8 inch iron rod set at the recognized northwesterly corner of said Big Rack tract, said concrete monument lies 1.5' southerly of an existing fence line at this point;

THENCE, with the recognized common line of the Big Rack-Braman-O'Connor tracts, S.89 deg.10'33"E., at 3169.26 feet pass a 5/8 inch iron rod set for reference to the northeast corner of this tract, and continuing for an overall distance of 3219.26 feet to a point for the northeast corner of this tract on the westerly bank of the Guadalupe River (deed call bearing on this line is N.54 deg.30'E);

THENCE, along the westerly bank of the Guadalupe River to the POINT OF BEGINNING; CONTAINING within these metes and bounds 633.0 acres of land, more or less.

ORIGINAL SCANNED &  
RETURNED TO:

Robert May  
DATE 8/11/2014

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

Robert S. Cortez

Robert S. Cortez, County Clerk  
Victoria County Texas

August 11, 2014 02:19:42 PM

ONUNEZ

FEE: \$148.00  
RST

201408925