

HILL COUNTRY RANCHES LLC

TO

THE PUBLIC

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §

COUNTY OF BLANCO §

THAT, WHEREAS, Hill Country Ranches LLC, a Delaware limited liability company, herein called "Principal", is the record owner of all that tract or parcel of land BEING 603.902 acres, more or less, situated in Blanco County, Texas, more particularly described by metes and bounds on Exhibit "A", attached hereto and made a part hereof ("Property"); and

WHEREAS, Hill Country Ranches LLC will hold, sell and convey the above described Property 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-referenced Property 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 Property 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 Tract or deed which may hereafter be executed in connection with said Property, 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 Tract (as defined below) or deed.

Definitions:

1. "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the above described Property, excluding however, those having any interest therein merely as security for the performance of an obligation.
2. "Principal" and also sometimes referred to as "Owner", shall be Hill Country Ranches LLC, a Delaware limited liability company.
3. "Tract" shall refer to any portion of the Property, as owned by any Owner.

Restrictions:

1. No Tract may be subdivided into less than forty (40) acres.
2. Except as otherwise permitted in Paragraph 5 herein, all Tracts shall be used solely for single family residential and agricultural purposes as hereinafter set out. Main homes shall be a minimum of 1800 square feet, exclusive of porches, decks and garages. No temporary dwelling structures including mobile homes, modular homes or recreational vehicles shall be used as a residence on the Property except for a sixty (60) day period each calendar year until a main residence shall have been constructed.

3. A dwelling house shall not be moved onto any Tract. Any dwelling house shall be constructed and erected on site. The relocation or reconstruction of a structure of historic quality and integrity, to be used as an accessory building shall be permitted. Mobile, modular, pre-manufactured and/or industrial built homes shall not be used as a dwelling, nor stored on any Tract. The term dwelling house (for purposes set out in this paragraph) shall include servants' quarters and guest houses.
4. No structure, including hunting blinds and animal feeders, shall be erected or placed on any Tract nearer than two hundred feet (200') from the front, side or rear property line of any Tract. Any hunting blind must be situated to point away from any adjoining Tract. Owners may not shoot across Tract boundary lines.
5. Property shall not be used for any commercial purposes, except permanent agricultural crops including vineyards, fruit trees, pecan groves and permanent grass (hay meadows or grazing pastures), and livestock production (except swine). No industrial pursuit or enterprise shall be permitted to be conducted on the Property. Industrial pursuit or enterprise shall mean engaging in the manufacture or assembly of goods or processing of raw materials unserviceable in their natural state for sale or distribution to third parties (other than a cottage industry by an artisan, i.e. artist, painter, photographer, wood, metal or glass sculptor or fabricator). Home offices and studios for professional services and consulting business shall be permitted.
6. Abandoned or inoperative equipment, vehicles or junk shall not be permitted, placed or stored on the Property, and all Tracts shall be kept free of trash and litter at all times.
7. Farm and ranch equipment, trailers, recreational vehicles, boats and UTV/ATV equipment must be stored at least 200 feet from all Tract boundary lines, and must be reasonably screened from view.
8. No toxic waste dumping or burying or disposal of any kind shall be allowed that would pollute any stream or body of water, or adversely affect the natural beauty and value of the Property. Garbage or refuse shall not be disposed of or buried on the Property.
9. All perimeter fences or interior fences erected on any Tract shall be of new material and professional in appearance and completed in a good and workmanlike manner regarding quality and appearance.
10. There shall be no commercial hunting on the Property. Owners and their family and permittees shall be allowed to hunt recreationally on Tracts. Prolonged or consistent discharging of firearms or target practicing shall not be allowed.
11. No exploration, mining, or quarrying or drilling for oil, gas, phosphate or other minerals of any type or kind shall be permitted, provided however nothing contained herein shall prohibit (A) the exploration or production of minerals in, on or under the Property by horizontal or directional drilling wherein the wells are drilled on other property but enter or bottom under the Property; (B) any seismic testing or other testing to determine the presence of oil, gas, phosphate or other minerals in, on or under the Property; or (C) the pooling or unitization of the minerals in, on or under the Property with property other than the Property.

12. There shall be no short-term rentals or bed and breakfasts located on the Property. A "bed and breakfast", which is known as a tourist lodging service within rooms of the principal residence or in a separate guest house or mother-in-law quarter situated on the Tract, shall not be permitted.
13. No use or improvements as a gun range, trailer park or mobile home park or recreational vehicle park shall be allowed on any Tract.
14. The undersigned reserves unto itself and/or its assigns, an easement for utility purposes, ten (10) feet wide on each side of all Tract lines and public roadways and twenty (20) feet along the entire perimeter (boundary) of the herein described property for the installation and maintenance of electric, telephone and other utility lines and easements for anchor guy combinations wherever necessary, and reserves the right to trim trees which at any time interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said premises for employees of utility companies owning said lines.
15. No solar farms, wind farms or cellular towers or other types of commercial tower shall be erected or placed upon the Property.
16. Swine shall not be kept on any Tract. Other livestock, pets and poultry shall be permitted provided said livestock is kept within the boundaries of said Tract at all times, and provided they are not offensive to adjacent Owners by smell, sight, sound or otherwise. There shall not be any commercial feeding operations or commercial breeding of animals conducted on a Tract. Agricultural animals used for grazing said property while simultaneously raising young (e.g. cow/calf operation) for sale in the customary and ordinary course and in reasonable numbers shall not be considered commercial breeding of animals.

General Provisions:

1. ENFORCEMENT. Owner and its successors or assigns, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, conditions, and restrictions of this Declaration of Covenants, Conditions and Restrictions. Failure of any Owner to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default. Principal, for itself, its successors or assigns, reserves the right to enforce this Declaration, though it may have previously sold conveyed all Tracts controlled hereby. The reservation by Principal of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Principal shall not be subjected to any claim, demand, or cause of action from any Owner by virtue of not enforcing any term, provision, covenant, conditions or restrictions herein contained.
2. PARTIAL INVALIDITY. Invalidation of any one of the covenants or restrictions, contained herein, by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.
3. TERM. 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 the Owner of any Tract subject to this instrument, and their respective legal representatives, heirs, successors and assigns, and shall be effective until December 31, 2050, after which time said covenants, conditions and restrictions

shall be automatically extended for successive periods of ten (10) years, unless amended as provided herein. The covenants, conditions and restrictions contained in this instrument may be amended at any time after December 31, 2050, by an instrument signed by not less than the Owners of seventy-five percent (75%) of the acreage contained with the above described Property. No amendment shall be effective until duly recorded in the Official Property Records of Blanco County, Texas, nor until the approval of any governmental regulatory body, which may be then required, shall have been obtained. Until December 31, 2050, the covenants, conditions and restrictions may be amended any time by an instrument signed by the owners of not less than one hundred percent (100%) of the above described Property.

4. AMENDMENT. Notwithstanding anything to the contrary, Principal shall have the right at any time, at its sole discretion and without any joinder or consent of any other party to amend this Declaration of Covenants, Conditions and Restrictions for the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Principal in its sole judgement. Said amendment shall be effective upon filing of the instrument containing such amendment in the office of the County Clerk of Blanco County, Texas.

5. WAIVER AND LACHES. The obligation to abide by the provisions contained in this Declaration of Covenants, Conditions and Restrictions shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on such Owner's Tract which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Tract, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Failure of Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

EXECUTED this ____ day of _____, 2020.

[SIGNATURES TO APPEAR ON NEXT PAGE]

HILL COUNTRY RANCHES LLC,
a Delaware limited liability company

By: _____
Jane Morgan, Manager

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2020,
by Jane Morgan, Manager of Hill Country Ranches LLC, a Delaware limited liability company.

Notary Public in and for the
State of Texas

Exhibit A
Legal Description

BEING 603.902 acres in Blanco County, Texas, containing approximately 587.089 acres out of the Wm. P. Patterson Survey No. 162, Abstract 479, 16.618 acres out of the John Quirk Survey No. 189, Abstract No. 498, and 0.195 acres out of the David K. Sutherland Survey No. 160, Abstract No. 548, and being out of that certain parent tract described as 776.431 acres in a deed to the Hardin-Duncan Ranch LLC, recorded in Volume 432, Page 181 of the Blanco County Official Public Records, and being more particularly described in Exhibit "B", attached hereto and incorporated herein for all purposes.

