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DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS; CREATION OF

EASEMENT; AND ROAD MAINTENANCE

AGREEMENT

COOL SPRINGS RANCH

THE STATE OF TEXAS)
)
COUNTY OF GILLESPIE)

KNOW ALL MEN BY THESE PRESENTS THAT:

A. The DECLARANTS whose name are affixed below are the owners of that 130 acre tract of land in Gillespie County, Texas, referred to herein as "the Subject Property", more particularly described in Exhibit "A", attached hereto and made a part hereof.

B. DECLARANTS intend to subdivide and convey portions of the Subject Property subject to certain protective covenants, conditions and restrictions for purpose of enhancing the value and desirability of such property.

C. DECLARANTS further intend by this instrument to create an easement for ingress, egress, and utilities appurtenant to portions of the subject property, and to establish procedures for the joint use and maintenance of the improvements on the easement, which will consist of an improved dirt road approximately 10' in width, culverts, creek crossing, utilities, and solar entry gate.

NOW, THEREFORE, it is hereby declared that all of the subject property shall be owned, held, used, transferred and conveyed subject to all of the terms and provisions set forth below, which are for the purpose of protecting the value and desirability of said property, to run with the land thereof, and to be binding on all parties having a right, title or interest in or to the subject property or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the of each owner thereof. Any contract 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 forth therein.

DEFINITIONS

1.01. DECLARANTS shall mean those persons executing this Declaration as Declarants.

1.02. OWNER shall mean the record owner, whether one or more persons or entities, of the fee simple title to any portion of the Subject Property, excluding those having an interest therein merely as security for the performance of an obligation.

1.03. TRACT means any portion of the subject property owned by an Owner.

II.

BUILDING REQUIREMENTS

2.01. All Tracts shall be used solely for residential and agricultural purposes. No more than one single-family dwelling shall be erected or maintained on a single Tract. An Owner may also construct two (2) guest homes and other related improvements on a Tract, so long as such improvements are for the personal use of the Owner and guests or invitees of the Owner. A bed and breakfast ("B&B") shall be considered a "guest house".

2.02. All primary residences shall be newly-constructed on the site, with at least 50% of the exterior surfaces (exclusive of windows, door openings, and garage doors) to be masonry, stucco, or rock. All primary residences shall have a minimum square footage of living space (exclusive of garages, porches and decks) of 2000 square feet. An Owner may incorporate historical and other previously-used building materials and fixtures into a newly-constructed primary residence.

2.03. A residence shall not be occupied until the exterior thereof shall be completely finished and the house connected to a septic tank or other waste disposal system approved by the County and/or State Health Department, or other governing agency controlling wells and septic tanks.

2.04. Mobile homes, modular homes, and trailer houses are prohibited; provided, however, that modular homes may be used as guest houses as long as the exterior walls are of a non-metal surface; provided, further, that a mobile home or trailer may be occupied on the Tract by the Owner while a primary residence is under construction on such Tract.

2.05. Any Owner may fence the perimeter of their Tract at the Owner's sole cost and expense. The fence shall be constructed of new material, and shall be completed and maintained in good and workmanlike manner regarding quality and appearance, and shall be constructed and designed to restrain livestock. Until such time as an Owner completes the construction of a fence, Declarants and their agents and lessees may graze livestock upon any other Owner's

Tract without compensation or lease payment to any other Owner. Upon completion of the construction of a fence by any other Owner, all rights of Declarants to graze livestock on that Owner's Tract shall cease. As long as Declarants are grazing cattle on any other Owner's Tract, Declarants shall indemnify, hold and defend such Owner harmless from liability for injury to persons and damage to property caused by such livestock.

III.

SETBACKS

3.01. No new residence, guest house, or other permanent structure shall be constructed nearer than 100 feet from any property line with an adjoining Tract within the Subject Property; provided, however, that such restriction may be waived by written instrument between the Owner constructing the structure and the adjoining Owner.

3.02. All poultry shall be kept fenced at least 50 feet from any property line with an adjoining tract within the Subject Property.

IV.

USE RESTRICTIONS

4.01 Except as otherwise provided in this Section, no commercial or manufacturing activity shall be conducted on any Tract, nor shall any activity be conducted which creates, or has the possibility of creating, any environmental hazard to other Owners. However, the following commercial operations shall be permitted:

(A) The growing, processing, and sale of agricultural products or commodities, including by illustration a vineyard or winery, and the raising of livestock, poultry, and other animals;

(B) Home occupations which do not involve signage or customer visits;

(C) B&Bs.

4.02. All Tracts shall be kept neat and clean in appearance and free of debris at all times, including the periodic mowing of grass and weeds to enhance the beauty of the Tract and act as a fire protection measure. Garbage and refuse shall not be disposed of or buried on any Tract. No activity shall be conducted on any Tract which results in unreasonable levels of noise, dust, smoke, or odors causing a nuisance to any adjoining Tract, other than temporary conditions such as construction noise, farming operations, and agricultural burning.

4.03 Swine shall not be kept on any tract, except when raised by youth as part of a 4-H or FFA project and sheltered and kept within the boundaries of the Tract at all times.

4.04. No mineral exploration or extraction of any type shall be permitted on any Tract at any time, other than exploration for and extraction of water for use on that Tract.

4.05. No Tract may be subdivided into any tract less than 10 acres in size, it being the intent of Declarants that all of the subject property remain low density and rural in character.

4.06. Declarants hereby declare that the subject property will be subdivided in such a manner as to provide legal access by each Tract to the creek which traverses the property, and that the creek constitutes a valuable element of the beauty and desirability of each Tract. No Owner shall in any manner divert the natural course of any portion of the creek, nor shall they cause to be deposited into the creek any debris or other substance. Any Owner may construct on their portion of the creek ponds or stock tanks of reasonable size, as long as the flow of the creek is not interrupted after construction of such pond or tank.

V.

CREATION OF ACCESS EASEMENT, AND MAINTENANCE AGREEMENT

5.01. Attached hereto as Exhibit "B" is a centerline description of a sixty (60) foot wide roadway easement (hereinafter "the Easement") over the Subject Property providing access to certain portions of the subject property. Such description is also shown on the diagram attached hereto as Exhibit "C". Declarants hereby dedicate, grant, and convey to each Tract which abuts any part of such roadway a perpetual, nonexclusive easement for ingress, egress, regress, and utilities over, under and across the area described in the Easement for the uninterrupted access to and from the Tracts for the use and benefit solely of the Owners of each such Tract , and their heirs, successors, assigns, and their agents, employees, guests, and permitees. In the event that any Tract is divided into two or more Tracts, each Tract resulting from such division shall have the easement rights granted by this Paragraph and shall be subject to the maintenance provisions thereof.

5.02. The easement shall be privately maintained solely by the Owners of the Tracts served by the Easement. Gillespie County, Texas shall not be responsible for the maintenance or repair of the Easement. The Easement will be maintained and repaired by maintenance assessments which shall be collected from each Owner whose Tract is served by the Easement. Each Owner whose Tract fronts on any portion of the easement, by acceptance of a deed (whether or not it shall be so expressed in such deed), shall pay an equal share of all assessments which shall be levied for the purpose of maintaining, repairing and/or replacing the road, entry gate, culverts, creek crossing, and utilities in the Easement. These expenses shall include actual construction costs, and the costs of professional and other outside services, labor, equipment, and materials necessary to carry out such purposes.

5.03. At such time as any Owner shall propose the expenditure of funds for maintenance expenses, notice shall be given to each other affected Owner in writing, at their mailing address for receipt of tax statements, thirty (30) days prior to the proposed date of a meeting to consider

proposed maintenance expenses, at a place within Gillespie County, Texas. A quorum for such meeting shall consist of Owners representing more than 50% of the acreage of affected Owners, either in person or by written proxy. Whenever the Owners approve a maintenance expense, they shall also designate one Owner who shall have the authority to contract for such work, and who shall bill each other Owner in writing for their share of the cost of such work. All such costs shall be advanced by each Owner prior to commencement of the work. Any Owner who fails to pay their maintenance assessment within thirty (30) days of such billing shall be in default thereof, in which event any Owner who advances the share of the non-paying Owner shall be entitled to 10% interest per annum from the defaulting Owner on the amount thereof, together with costs of suit and reasonable attorneys fees. Such charges shall be a charge on the defaulting Owner's Tract and shall be secured by a continuing lien upon the Tract after a notice of lien has been filed in the Official Public Records of Gillespie County, Texas. The lien to secure the payment of maintenance assessments shall be subordinate to any purchase money lien, improvement lien, or home equity loan lien made upon the Tract. The validity, enforcement, and priority of the lien shall be subject to the filing of a notice of default in the payment of maintenance expense assessments in the Official Public Records of Gillespie County, Texas.

5.04. No Owner shall place, or permit or caused to be placed, any personal property or obstruction in or over any portion of the Easement. No gate shall be erected on any part of the Easement, other than the entry gate, without the prior written consent of all other Owners using the Easement. Any Owner who causes, or whose guests or invitees cause, damage to the road or any of the improvements on the Easement, shall be solely liable for the cost of repair thereof.

VI.

MISCELLANEOUS PROVISIONS

6.01.This Declaration shall be binding upon and inure to the benefit of all parties claiming under Declarants until January 1, 2025, at which time it shall be automatically extended without further notice until such time that the Owners of a majority of the Tracts by acreage shall execute an instrument waiving or amending this Declaration or any provision thereof. An amendment shall be effective when reduced to writing filed in the Official Public Record of Gillespie County, Texas.

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

6.03. Declarants, and every other Owner, shall have the right to enforce, by any proceeding at law or in equity, all provisions of this Declaration 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 reasonable attorneys fees.

6.04.As long as Declarants own any portion of the subject property, Declarants shall have the right to make minor changes and additions to this Declaration without the consent of any other Owner.

EXECUTED this 27 day of January, 2008.

DECLARANTS:

THE STEPHEN AND KARLA COOL FAMILY TRUST

STEPHEN N. COOL, Trustee

KARLA S. COOL, Trustee

JEFFREY B. COOL

MICHELE COOL

EDWARD G. GOLDEN

LARA C. GOLDEN

MONTE I. COOL

LISA M. COOL

6.04. As long as Declarants own any portion of the subject property, Declarants shall have the right to make minor changes and additions to this Declaration without the consent of any other Owner.

EXECUTED this 27 day of January, 2008.

DECLARANTS:

THE STEPHEN AND KARLA COOL FAMILY TRUST

STEPHEN N. COOL, *Trustee*

KARLA S. COOL, Trustee

JEFFREY B. COOL

MICHELE COOL

EDWARD G. GOLDEN

LARA C. GOLDEN

MONTE J. COOL

LISA M. COOL

THE STATE OF CALIFORNIA

COUNTY OF Santa Barbara

This instrument was acknowledged before me on this the 27 day of January, 2008, by Stephen N. Cool and Karla S. Cool, Trustees of The Stephen and Karla Cool Family Trust.

CAROL E. CLARK
Commission # 1709242
Notary Public - California
Santa Barbara County
My Comm. Expires Jan 2, 2011

Notary Public in and for the State of California

THE STATE OF CALIFORNIA

COUNTY OF Santa Barbara

This instrument was acknowledged before me on this the 27 day of January, 2008, by Jeffrey B. Cool and Michele Cool.

CAROL E. CLARK
Commission # 1709242
Notary Public - California
Santa Barbara County
My Comm. Expires Jan 2, 2011

Notary Public in and for the State of California

THE STATE OF CALIFORNIA

COUNTY OF San Luis Obispo

This instrument was acknowledged before me on this the 28th day of January, 2008, by Monte J. Cool and Lisa M. Cool.

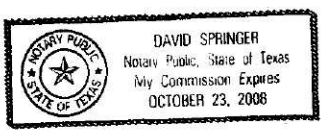
SHERI BREWER
COMM. #1517898
NOTARY PUBLIC-CALIFORNIA
SANTA BARBARA COUNTY
My Comm. Expires October 4, 2008

Notary Public in and for the State of California

THE STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on this the 28 day of January, 2008, by Edward C. Golden and Lara C. Golden.



Notary Public in and for the State of Texas

EXHIBIT "A"

130.0 acre tract

STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes and accompanying plat of a survey of 130.0 acres of land, more or less, as found fenced and occupied on the ground, made at the request of Dennis Ridner. Said land is situated in Gillespie County, Texas, and comprises parts of the following surveys:

0.09 acre of land, more or less, part of the L. Doebbler Survey No. 297 (1/2), Abstract No. 170;
129.91 acres of land, more or less, part of the H. Hahnzog Survey No. 295, Abstract No. 282;
and being part of that 137 acre tract described in a conveyance to Dennis Lee Ridner by Georgene Ridner, dated February 13, 2003, found of record in Volume 492, pages 403-405 of the Official Public Records of Gillespie County, Texas.

Said 130.0 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a 1/2 inch steel bar set near a fence corner on the northerly side of Doebbler (county) Road as described in Volume 7, page 117 of the Road Minutes of Gillespie County, Texas, and being in the occupational East line of said Survey No. 295 and being in the West line of that 0.69 acre tract of land described in a conveyance by Partition Deed to Christine Boyd found of record in Volume 344, pages 663-675 of the Real Property Records of Gillespie County, Texas, for the N.N.E. corner of that 136.9 acre tract of land described in a conveyance by Partition Deed to Franklin A. Doebbler found of record in Volume 136, pages 485-490 of the Deed Records of Gillespie County, Texas, for the S.E. corner of said 137 acre Ridner tract, for the S.E. corner of this tract of land;

THENCE with a North line of said 136.9 acre tract and a South line of said 137 acre tract, S. 86 deg. 28 min. 35 sec. W., along the general course of a fence on the northerly side of Doebbler Road, 851.39 feet to a 20 inch dia. Live Oak tree, for a southerly reentrant of this tract of land;

THENCE with the general course of a fence on the northerly side of Doebbler Road, as follows:
S. 55 deg. 07 min. 20 sec. W. 65.42 feet to an 18 inch dia. Live Oak tree;
S. 68 deg. 46 min. 45 sec. W. 60.18 feet to a cedar corner post;
S. 66 deg. 35 min. 30 sec. W. 224.72 feet to a 24 inch dia. Live Oak tree;
S. 72 deg. 50 min. 10 sec. W. 107.87 feet to a 10 inch dia. Live Oak tree;
S. 86 deg. 35 min. 25 sec. W., crossing a creek, 118.53 feet to Live Oak tree stump;
N. 89 deg. 56 min. W. 46.76 feet to an 8 inch dia. Live Oak tree;
N. 86 deg. 29 min. 20 sec. W. 29.34 feet to a 6 inch dia. Live Oak tree;
N. 71 deg. 34 min. W. 21.25 feet to a 10 inch dia. Live Oak tree;
N. 87 deg. 37 min. 50 sec. W. 70.09 feet to a 4 inch dia. Live Oak tree, for a southerly corner of this tract of land;

THENCE with the general course of a fence, as follows:
N. 80 deg. 10 min. W., recrossing said creek, 178.47 feet to a 30 inch dia. Live Oak tree,
N. 61 deg. 10 min. 25 sec. W. 71.12 feet to an 8 inch dia. Live Oak tree on the South side of the remains of a rock fence;
S. 74 deg. 22 min. 40 sec. W. 138.52 feet to a cedar corner post on the South side of the remains of said rock fence;

Continued on page 2 of 3

S. 85 deg. 42 min. W. 80.93 feet to a 12 inch dia. Live Oak tree on the South side of the remains of said rock fence;
N. 87 deg. 18 min. 10 sec. W. 300.0 feet to a steel post on the North side of the remains of said rock fence;
N. 84 deg. 42 min. 35 sec. W. 120.0 feet to a 1/2 inch steel bar found set at a cedar corner post, for the S.S.W. corner of this tract of land;
N. 44 deg. 50 min. 10 sec. W. 308.38 feet to a 1/2 inch steel bar found set at a cedar corner post, for the W.S.W. corner of this tract of land;
N. 2 deg. 56 min. 10 sec. E. 428.93 feet to a pine corner post found set in the occupational West line of said Survey No. 295 and in the West line of said 137 acre Ridner tract, for the N.N.E. corner of said 136.9 acre Doebbler tract, for the occupational N.E. corner of said L. Doebbler Survey No. 297 (1/2), for the occupational S.E. corner of the F. Kutscher Survey No. 297, Abstract No. 282, for a westerly corner of this tract of land;

THENCE with the occupational West line of said 137 acre tract, N. 0 deg. 29 min. 20 sec. E., generally along a fence, 1801.9 feet to a nail set in a 22 inch dia. Cedar tree fence corner, for the occupational S.W. corner of that 40 acre tract of land described in a conveyance to Allen L. Gerhardt, et ux, found of record in Volume 86, pages 364-365 of said Deed Records, for the occupational N.W. corner of said Survey No. 295, for the occupational N.W. corner of said 137 acre tract, for the N.W. corner of this tract of land;

THENCE with the South line of said 40 acre tract and the occupational North line of said 137 acre tract, along the general course of a fence, as follows:
S. 85 deg. 55 min. 10 sec. E. 632.83 feet to a 10 inch dia. Live Oak tree;
S. 85 deg. 41 min. E. 1375.36 feet to a cedar post;
S. 86 deg. 57 min. 10 sec. E. 270.20 feet to a point near a fence corner in the as monumented West Right-of-Way line of the Old San Antonio (county) Road as described in Volume 40, pages 14-17 of said Deed Records, for the S.E. corner of said 40 acre tract, for the N.E. corner of this tract of land, from which a pipe corner post bears S. 65 deg. W. 0.9 feet, a 36 inch dia. L.O. tree bears S. 74 deg. W. 38 feet, and a forked Live Oak tree bears N. 13 E. 44 feet;

THENCE with the as monumented West Right-of-Way line of the Old San Antonio Road, as follows:
S. 0 deg. 22 min. 30 sec. E. 393.85 feet to the remains of a concrete Right-of-Way monument;
with the arc of a curve to the left having a radius of 517.46 feet, in a southerly direction, a distance of 179.67 feet (L.C. bears S. 10 deg. 30 min. 05 sec. E. 178.77 feet) to a concrete Right-of-Way monument;
S. 20 deg. 53 min. E. 55.7 feet to the remains of a concrete Right-of-Way monument;
with the arc of a curve to the right having a radius of 1977.65 feet, in a southerly direction, a distance of 372.92 feet (L.C. bears S. 15 deg. 53 min. 50 sec. E. 371.58 feet) to a concrete Right-of-Way monument;
S. 10 deg. 04 min. 50 sec. E. 886.2 feet to the remains of a concrete Right-of-Way monument;
with the arc of a curve to the left having a radius of 2912.75 feet, in a southerly direction, a distance of 104.85 feet (L.C. bears S. 11 deg. 05 min. 30 sec. E. 104.85 feet) to a 1/2 inch steel bar set in the East line of said 137 acre tract, for the North corner of said 0.69 acre tract, for an easterly corner of this tract of land;

Continued on page 3 of 3

THENCE with the West line of said 0.69 acre tract and the East line of said 137 acre tract, S. 0 deg. 07 min. 05 sec. E. 149.91 feet to the PLACE OF BEGINNING.

Survey completed June 16, 2005



Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

EXHIBIT "B"

Centerline of a 60 foot wide road

STATE OF TEXAS, *
COUNTY OF GILLESPIE. *

Field notes and accompanying plat of a survey of a centerline of a 60 foot wide road made at the request of Stephen Cool. Said road is situated in Gillespie County, Texas, and passes through part of the H. Hahnzog Survey No. 295, Abstract No. 282, and through part of that 130.0 acre tract described in a conveyance to Stephen N. Cool and Karla S. Cool, Trustee of the Cool Family Trust, et al, by Georgene Ridner and Dennis Lee Ridner, dated July 1, 2005, found of record in Volume 608, pages 174-183 of the Official Public Records of Gillespie County, Texas.

Said centerline of road is described by metes and bounds as follows, to wit:

COMMENCING for reference at a point in the West Right-of-Way line of the Old San Antonio Road, for the N.E. corner of said 130.0 acre Cool tract, from which a pipe corner post bears S. 65 W. 0.9 feet;

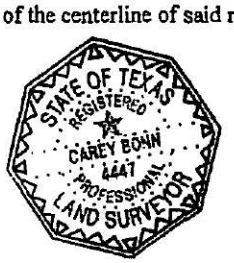
THENCE with the East line of said 130.0 acre tract and the as monumented West Right-of-Way line of the Old San Antonio Road, as follows:

S. 0 deg. 22 min. 30 sec. E. 393.85 feet to the remains of a concrete Right-of-Way monument;
with the arc of a curve to the left having a radius of 517.46 feet, in a southerly direction, a distance of 179.67 feet (L.C. bears S. 10 deg. 30 min. 05 sec. E. 178.77 feet) to a concrete Right-of-Way monument;
S. 20 deg. 53 min. E. 55.7 feet to the remains of a concrete Right-of-Way monument;
S. 21 deg. 00 min. E. 20.3 feet to a point, for the POINT OF BEGINNING of the centerline description of this road;

THENCE with the centerline of said road, over and across said 130.0 acre tract, as follows (1/2 inch steel bars set on the southerly side of said road at 30 foot offsets at all angle points):

N. 84 deg. 49 min. 25 sec. W. 228.71 feet;
N. 67 deg. 13 min. 20 sec. W. 448.28 feet;
N. 43 deg. 28 min. 05 sec. W. 106.59 feet;
N. 75 deg. 56 min. 50 sec. W. 221.26 feet;
S. 47 deg. 09 min. 55 sec. W. 90.24 feet;
S. 19 deg. 36 min. 05 sec. W. 89.97 feet;
S. 4 deg. 27 min. 25 sec. W., crossing a North line of a 20.1 acre tract surveyed this day for Stephen Cool, 98.82 feet;
S. 68 deg. 46 min. 45 sec. W., crossing a branch, 191.11 feet to a point from which a 1/2 inch steel bar set for a southerly corner of said 20.1 acre tract bears S. 21 deg. 13 min. 15 sec. E. 30.0 feet, for the end of this description of the centerline of said road.

Survey completed June 2006



Carey Bonn
Reg. Prof. Land Surveyor No. 4447
Bonn Surveying 830-997-3884

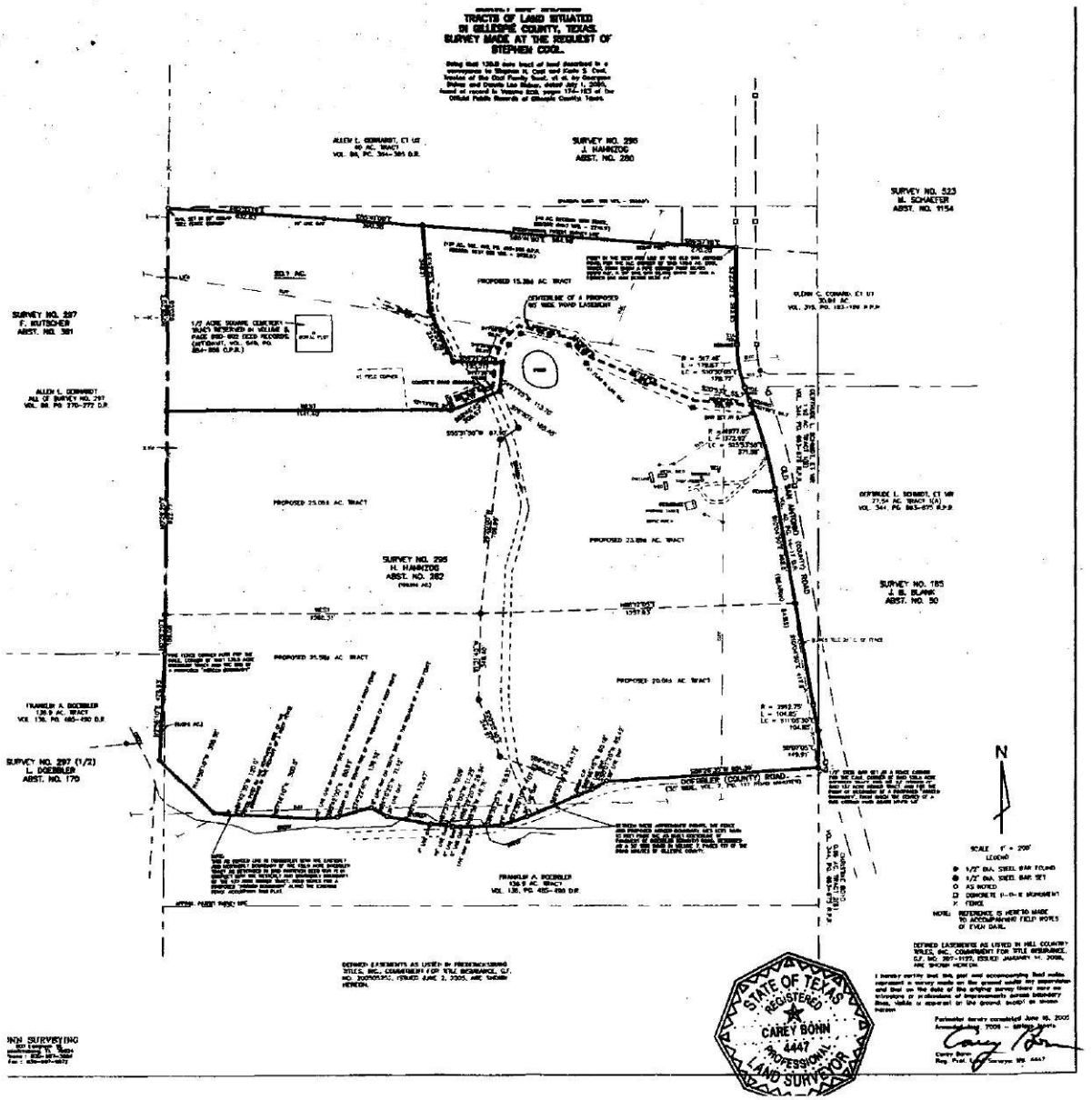

TRACTS OF LAND SITUATED
IN GILLESPIE COUNTY, TEXAS.
SURVEY MADE AT THE REQUEST OF
STEPHEN COOL.
SURVEY NO. 295
J. HAMKINS
ABST. NO. 280
SURVEY NO. 523
M. SCHAEFER
ABST. NO. 1154
SURVEY NO. 297
F. WUTSCHER
ABST. NO. 381
SURVEY NO. 295
H. HAMKINS
ABST. NO. 282
SURVEY NO. 185
J. B. BLANK
ABST. NO. 50
SURVEY NO. 297 (1/2)
L. DOEBLER
ABST. NO. 179
DOEBLER (COUNTY) ROAD
PROPOSED 15.384 AC. TRACT
PROPOSED 23.084 AC. TRACT
PROPOSED 23.884 AC. TRACT
PROPOSED 31.984 AC. TRACT
PROPOSED 29.084 AC. TRACT
CENTERLINE OF A PROPOSED
60' WIDE ROAD EASEMENT
FRANKLIN A. DOEBLER
126.9 AC. TRACT
VOL. 130, PG. 485-490 D.R.
N
SCALE: 1" = 200'
LEGEND
1/2" DIA. STEEL BAR FOUND
1/2" DIA. STEEL BAR SET
AS NOTED
CONCRETE R.O.W. MONUMENT
FENCE
NOTE: REFERENCE IS HEREIN MADE TO ACCOMPANIMENT FIELD NOTES OF EVEN DATE.
STATE OF TEXAS
REGISTERED
CAREY BONN
4447
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "C"

HCT

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County TEXAS

January 31, 2008 12:13:56

FEE: $67.00 20080535

KC