EXHIBIT "D"

DECLARATION OF EASEMENTS AND RESTRICTIONS

THE STATE OF TEXAS §

§

COUNTY OF GILLESPIE §

This Declaration of Easements and Restrictions, is made on the date hereinafter set forth by BRENNON 24 HOLDINGS LLC, a Texas limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant owns containing 174.556 acres of land in Gillespie County, Texas, being more particularly described in **Exhibit "A"** attached hereto (the "Property"); and

WHEREAS, it is the desire of Declarant to place certain restrictions, easements, covenants, conditions, stipulations and reservations upon and against such Property in order to establish a uniform plan for the development, improvement, and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future Owners of Tracts within the Property.

NOW, THEREFORE, Declarant hereby adopts, establishes, and imposes upon the Property, and declares the following reservations, easements, restrictions, covenants, and conditions, applicable thereto all of which are for the purposes of enhancing and protecting the value, desirability, and attractiveness of the Property, which Restrictions shall run with the Property, shall bind all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE 1
DEFINITIONS

Section 1.01. "Declarant" shall mean and refer to BRENNON 24 HOLDINGS LLC, a Texas limited liability company, and its successors and assigns, if such successors or assigns are designated in writing by Declarant as a successor or assignee of all or part of the rights of the Declarant hereunder, including, but not limited to, any assignment to a lender furnishing financing for the development of the Property.

Section 1.02. "Declaration" shall mean and refer collectively to this instrument and the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by, included, or expressed in this document.

Section 1.03. "Tract" shall mean and refer to each separate tract of land within the Property which may be conveyed by Declarant to a third-party purchaser.

Section 1.04. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of fee simple title to any Tract, including contract sellers (a seller under a contract for deed), but excluding those having such interest merely as security for the performance of an obligation.

Section 1.05. "Representatives" shall mean representatives of the Declarant being BRENNON 24 HOLDINGS LLC.

ARTICLE 2
EASEMENTS, RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 Roadway Easement. Each Tract Owner shall grant, own and/or hold ingress and egress easement rights, in common with others, over, on and across a 4.231 acre easement being more particularly described in **Exhibit "B"** attached hereto and as described in the deed to each Tract. The Easement is appurtenant to and runs with and for the benefit of all or any portion of the Property, whether or not the Roadway Easement is referenced or described in any conveyance of all or such portion of the Property.

Section 2.02 Reservation of Roadway Easement. Declarant reserves a perpetual non-exclusive ingress & egress easement, privilege and right in and to, over, under, on, and across the 4.231 acre easement being more particularly described in **Exhibit "B"** attached hereto, for ingress and egress (a) to and from the Property and (b) as required by Declarant's employees, agents, independent contractors, invitees, and/or designees for use and maintenance of the Road Improvements. The Easement is appurtenant to and shall run with and for the benefit of all or any portion of the Property, whether or not the Easement is referenced or described in any conveyance of all or a portion thereof.

Section 2.03 Reservation of Utility Easement. Declarant reserves a Utility Easement over, under, and across the 4.231 acre tract of land being more particularly described in said **Exhibit "B"**, together with the rights to convey all or part of the Utility Easement to others, including utility companies and Tract Owners. The Utility Easement and the rights and privileges herein reserved shall be used for the purpose of running utility lines (overhead and underground), including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, and/or relocating lines, distribution facilities or equipment.

Section 2.04 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Tracts by deed shall be subject to any utility easement affecting the same and any other easement created in this Declaration or hereafter granted affecting the Tracts. The Owners of the respective Tracts shall not be deemed to own pipes, wires, conduits or other service lines running through their Tracts which are utilized for, or serve other Tracts, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of their Tract.

ARTICLE 3
USE RESTRICTIONS

Section 3.01 General Restriction. All Tracts shall be used for Residential Use. No manufactured home, modular home, pre-manufactured home, industrial built home, trailer home, or

mobile home may ever be placed on a Tract, except as a temporary construction office during active construction for a period not to exceed twelve (12) months. No trailer, mobile home, recreational vehicle, tent, shack, garage, storage building or other outbuilding shall be used on any Tract at any time as a residence permanently. RV and travel trailers may be used as temporary residence while improvements are under construction for a period not to exceed twelve (12) months as long as the RV or travel trailer is out of view from other neighbors and the road. Fabricated metal barndominiums shall be expressly permitted provided such structures are otherwise in compliance with all other provisions set forth herein. Short Term Rentals are permitted.

Section 3.02 Setbacks. No building or structure shall be placed or constructed any nearer than fifty (50) feet from the Roadway Easement and twenty (20) feet from any boundary line shared with another Tract.

Section 3.03 Noxious or Offensive Activities Prohibited. None of the Property shall be used for any noxious activity and nothing shall be done or permitted to be done on any of said Property which is a nuisance or might become a nuisance to the Owner or Owners of any of such said Property. Nuisance means any type of conduct, action and non-action which has been declared by statute or ordinance to be a nuisance or any conduct, action, or non-action when taken together is of such concentration and of such duration as may tend to be injurious to, or to interfere with, or to adversely affect human health or the health of wildlife or the reasonable use and enjoyment of the Property.

Section 3.04 Rubbish, Trash and Garbage. No Tract shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers of the standard type. In no event shall such containers be maintained so as to be visible from neighboring property, except to make the same available for collection on collection days. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. No Tract or any portion of the Subdivision Roadway shall be used as a junkyard or for storage of inoperable vehicles, boats, or machines unless said item is kept in an enclosed structure which otherwise complies with the restrictions set forth herein. No landfill or disposal of any kind, except a small waste pit for personal use only, shall be allowed that would adversely affect the natural beauty and value of any adjacent property or violate any statutes or ordinances prohibiting the placement, burial, or disposal of any prohibited substance. Garbage shall not be buried on any Tract.

Section 3.05 Animals. No swine, pigs, hogs or poultry farms may be kept on any Tract. No commercial feedlots allowed on any Tract.

Section 3.06 Excavation: Mining. The commercial or industrial excavation, digging, raining, or removal of dirt, sand, gravel, caliche or other materials from any Tract is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction of roads or improvements on such Tract.

Section 3.07 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrict covenants, terms or provisions. Any Owner acquiring a Tract in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring

the Tract agrees to hold Declarant harmless therefrom.

Section 3.08 No Sale of Water or Water Rights. The sale of water or water rights from any Tract is expressly prohibited.

Section 3.09 No RV Parks. Any recreational vehicle park on any Tract is expressly prohibited.

Section 3.10 No Commercial Signage. No commercial signs shall be placed on any Residential Use Tract, provided, however, a professionally made "For Sale" sign not exceeding four (4) square feet in size shall be allowed to advertise a particular Tract for sale or identify the location of bed and breakfast or vacation rental units as permitted under this Declaration of Easements and Restrictions.

Section 3.11. No more than four (4) structures per ten (10) acres.

Section 3.12. Invalidation of any one of the CC&Rs contained herein by judgment or court order shall in no way affect the validity of any other provision, and all other such other provisions shall remain in full force and effect.

Section 3.13. The protective CC&Rs contained in this instrument shall run with and bind the land and shall inure to the benefit of, and be enforceable by the Owners of the Property and their respective legal representatives, heirs, successors and assigns, and shall be effective until December 31, 2050 (the "Initial Period"), and shall thereafter be automatically extended for successive periods of ten (10) years (an "Automatic Extension"), unless the Initial Period or any Automatic Extension is amended or terminated as provided herein below.

Section 3.14. Failure to enforce any condition, covenant or restriction herein contained in a timely manner shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE 4
ROAD MAINTENANCE AGREEMENT

Section 4.01. In consideration of the mutual covenants contained herein, the Owners of the Tracts agree to repair maintain the roadway and the gated entrance to its current specifications, and each Owner agrees not to construct any gates and/or roadblocks which may interfere with the use and enjoyment of the roadway by the other Owners.

Section 4.02. All decisions regarding the necessity for maintenance of the roadway will be made by a majority vote with each Owner receiving one (1) vote for each Acre owned. Decisions of a majority vote shall control with each Owner then being required to share equally in the cost of all maintenance, labor and materials. Payments shall be made within sixty (60) days of receipt of statement of costs.

ARTICLE 5
AMENDMENTS

Section 5.01. So long as the Declarant retains an ownership interest in the property, the

Declarant 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 for the purposes of (a) correcting any error, ambiguity, or inconsistency appearing herein or (b) for any reason whatsoever deemed necessary for the benefit of the overall development as determined by the declarant in the exercise of its good faith judgment. Said amendment shall be effective upon filing of the instrument containing such amendment in the office of the County Clerk of Gillespie County, Texas.

Section 5.02. Once the Declarant no longer owns any interest in the Property, the Owners (but expressly excluding their respective mortgagees, if any) of at least eighty percent (80%) of the Tracts may amend this Declaration by executing and filing an instrument containing such amendment in the office of the County Clerk of Gillespie County, Texas.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand as of this 16th day of July, 2024.

BRENNON 24 HOLDINGS LLC,
a Texas Limited Liability Company

By: _____
Andrew Porter
Manager

STATE OF TEXAS

COUNTY OF GILLESPIE

This instrument was acknowledged before me on July 16th 2024, by Andrew Porter, Manager of BRENNON 24 HOLDINGS LLC, a Texas limited liability company, on behalf of said company.

JOSH W. LEAMONS NOTARY PUBLIC STATE OF TEXAS ID 13025218 EXP. 06-28-2027

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Notary Public, State of Texas