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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLES CREST SUBDIVISION

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GILLESPIE §

THAT, CEW VENTURES, LLC, a Texas limited liability company ("Declarant"), being the owner of that certain subdivision known as EAGLES CREST SUBDIVISION (hereinafter referred to as the "Subdivision"), according to the plat of said subdivision as recorded in Volume 4, Page 139 of the Plat Records of Gillespie County, Texas, and, as such, desiring to create and carry out a uniform plan for the improvement, development, and sale of the subdivided Tracts situated within the Subdivision, does hereby adopt and establish the following easements, restrictions, covenants and conditions ("Protective Covenants") to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described subdivided Tracts therein, which easements, restrictions, covenants and conditions shall be binding on all parties having a right, title or interest in or to the above described Subdivision or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof; and each contract or deed which may be executed with regard to any of such property shall be conclusively held to have been executed, delivered and accepted, subject to the following restrictions and covenants:

ARTICLE I.

DEFINITIONS

"Association" shall mean and refer to Fredericksburg Eagles Crest Homeowners' Association, Inc. (a Texas non-profit corporation), its successors and assigns.

"Common Area" shall mean all real property (including the Improvements thereto) leased, owned or maintained by the Association for the common use and enjoyment of the Owners. By way of illustration, Common Area may include, but not necessarily be limited to, the following: street medians, entryway Improvements, landscaping, lighting, entrance signs, walls, bridges, and other similar or appurtenant improvements. The term "Common Area" shall also include all Roadways (as defined in Article III), and Drainage Easements (as defined in Article IV).

"Declarant" shall mean and refer to CEW VENTURES, LLC, a Texas limited liability company, its successors and assigns, if such successors or assigns should acquire all of the undeveloped and unsold lots or acreage from the Declarant for the purpose of development.

"Declaration" shall mean this instrument as it may be amended from time to time.

"Single Family Dwelling" shall mean and refer to any Improvement on a Tract which is designed and intended for use and occupancy as a residence by one individual, by a single

family, or by individuals related by blood, marriage or adoption, who are maintaining a common household.

"Improvement" or "Improvements" shall mean or refer to all structures or other improvements to any portion of the Property, whether above or below grade, including, but not limited to, buildings, barns, carports, fences, pens, walls, well houses, entryways, gates, exterior lighting, flag poles, recreation areas, utility installations (including, without limitation, water, telephone, electric, satellite, propane gas tanks and systems, and septic tanks and systems), driveways, and any exterior additions, including any changes or alterations thereto.

"Member" shall mean and refer to an Owner who is a member of the Association as provided for below.

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

"Plat" shall mean and refer to the map or plat of the Subdivision recorded in Volume 4, Page 139 of the Plat Records of Gillespie County, Texas, as such plat may be modified and amended from time to time.

"Property" or "Subdivision" shall mean and refer to that certain real property hereinbefore described as the "Subdivision" and more particularly described as Eagles Crest Subdivision, according to the Plat, and any additional property that may be made subject to this Declaration pursuant to Article II hereof.

"Roadway or Roadways" shall mean and refer to the Roadway Easements designated and depicted on the Plat of the Subdivision, such Roadway Easements being Flight Path, Winchester Way, Spies Ridge and Sydney Lane.

"Tract" shall mean and refer to any plot of land shown upon the Plat, with the exception of any plot designated on the Plat as a Common Area..

ARTICLE II.

ADDITION OF LAND

Section 1. Addition of Land. Declarant hereby reserves to itself and shall hereafter have the right, but not the obligation at any time and from time to time, in its sole and absolute discretion, and without notice to or the approval of any party or person whomsoever or whatsoever, to impose this Declaration or a substantially similar Declaration upon additional property adjacent, contiguous or nearby to the Property. Declarant may, at any time and from time to time, add any other lands to the Property, and upon such addition, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to the Declaration shall be the same with respect to the added land as with respect to the lands originally covered by

this Declaration, unless such supplemental Declaration shall provide for changes to the Declaration to deal with the unique character of Declarant's overall development plans for the added property. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Official Public Records of Gillespie County, Texas, a notice of addition of land (in the form of a Supplemental Declaration) containing the following provisions:

(a) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records wherein this Declaration is recorded;

(b) A statement that the provisions of this Declaration shall apply to the added land;

(c) A legal description of the added land; and

(d) Any covenants, conditions, or restrictions that are different or unique to the added land.

ARTICLE III.

DEDICATION OF ROADWAY/RESERVATION OF RIGHTS

Section 1. Dedication of Roadways. Declarant will construct the streets and roads over the roadways which provide ingress, egress and regress to the Properties (the "Roadway or Roadways"). Declarant hereby dedicates the Roadways for the common use of all Owners, and does hereby grant to all such Owners, their heirs, successors and assigns, and their agents, licensees, guests, tenants, invitees and permittees, the free nonexclusive and uninterrupted use, liberty, privilege and easement of passage in and along the Roadways, together with free ingress, egress and regress, over and across the same, at all times and seasons forever, in, along, upon and out of said way (the "Roadway Easement"). The right to use and enjoy the Roadway Easement shall exist in favor of and shall inure to the benefit of the Owners, and each of them, and each of their respective heirs, successors and assigns, and their respective agents, licensees, tenants, guests, invitees and permittees in common with each other, the Declarant, the Declarant's successors and assigns, and their respective agents, licensees, tenants, guests, invitees and permittees. The Roadway Easement shall further be deemed an easement appurtenant to the Property, and each and every portion thereof. The right of ingress and egress provided by the Roadway Easement may be exercised by any reasonable means, whether now in existence or known or whether by a means which may come into existence in the future, and regardless of any increased burden which may result from such use.

Section 2. Reservation of Right to Create and Dedicate Additional Roadways. Declarant reserves the right, without the necessity of the joinder of the Association or any Owner or other person or entity, (i) to grant, dedicate, reserve or otherwise create additional roadway easements within the portions of the Property then owned by Declarant, (ii) to construct additional roads along any such additional roadway easements, and (iii) to execute and deliver any and all instruments and documents in connection therewith, including, without limitation, any amendment(s) to this Declaration. All such additional roadways shall be included within the term "Roadways" for purposes of this Declaration, shall be considered part of the Common

Areas, and shall be maintained by the Association as provided for herein.

Section 3. Reservation of Right to Construct Improvements. Until Turnover (as hereinafter defined), Declarant and/or the Association shall have the exclusive right to construct Improvements in the Common Areas. From and after Turnover, the Association, and the Association's successors and assigns, shall have the exclusive right to construct Improvements in the Common Areas.

Section 4. Maintenance of Common Areas. The Association shall have the exclusive right to repair, replace and maintain the Common Areas, including, without limitation, the Roadways.

NOTICE: ALL STREETS AND ROADWAYS OF THE SUBDIVISION SHALL BE PRIVATELY MAINTAINED BY THE ASSOCIATION. GILLESPIE COUNTY, TEXAS SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE STREETS AND ROADWAYS. BY ACCEPTANCE OF A DEED TO A TRACT WITHIN THE SUBDIVISION, EACH OWNER COVENANTS AND AGREES TO WAIVE ANY RIGHT SUCH OWNER MAY HAVE TO DEMAND OR COMPEL THE MAINTENANCE OR REPAIR OF THE STREETS AND ROADWAYS OF THE SUBDIVISION BY GILLESPIE COUNTY, TEXAS AND IS ESTOPPED FROM DOING SO.

Section 5. Maintenance of Perimeter Fences. The Association shall have the right to, and shall be responsible for, the maintenance and repair of all fences along the perimeter boundaries of the Subdivision (the "Perimeter Fences"), except any Perimeter Fences (or portions thereof) that are located along the boundary of a Tract that has been fenced off from the remainder of the Subdivision such that the rights of the Declarant and the Association to graze such Tract under Article VIII, Section 1 (17) have terminated. The Association shall not be responsible for any such maintenance or repairs unless and until an Owner gives the Association written notice of the need for such maintenance or repairs. Upon receipt of such notice, the Association shall commence such repairs within thirty (30) days and shall diligently pursue the completion thereof. If a Tract has been fenced off from the remainder of the Subdivision, the Owner of that Tract shall be responsible for the maintenance and repair of all fences on such Owner's Tract, including, without limitation, the Perimeter Fences of the Subdivision located along the boundary of such Owner's Tract.

ARTICLE IV.

EASEMENTS

Section 1. Reservation of Utility Easements. Declarant reserves unto Declarant and any public or private providers of utility services to the Subdivision, and their respective successor and/or assigns, perpetual easements (the "Utility Easements") for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within, (i) all Roadways, (ii) ten (10) feet along and outside of all boundaries of the Roadways, (iii) ten (10) feet of the rear, front and side boundary lines of all Tracts, and (iv) twenty (20) feet along the entire perimeter boundary of the Subdivision; with the authority to place, construct, operate, maintain, relocate and replace utility

lines, systems and equipment thereon. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation and maintenance of utilities. The easement areas within each Tract and all Improvements within it shall be maintained by the Owner of the Tract, except as otherwise provided in this Declaration and except for those Improvements for which an authority or utility provider is responsible. Utility providers shall have all of the rights and benefits necessary and convenient for the full enjoyment of the rights herein granted, including, but not limited to the free right to ingress to, and egress from, easement areas, and the right from time to time to cut and trim all trees, undergrowth and other obstructions that may injure, endanger or interfere with the installation, operation or maintenance of utilities. Declarant shall have the right, without the necessity of joinder by any Owner, to execute and deliver any and all instruments that may be required by any provider of such utilities in order to grant or assign such provider the right to utilize the easement reserved hereby to provide such utilities.

Section 2. Access Easements. Declarant hereby reserves for itself and its successors and assigns, and the Association is hereby granted, a non-exclusive right of access to and easement across all Tracts for purposes of exercising their respective rights or performing their respective duties under these Declarations (including, without limitation, any rights or duties of maintenance or repair).

Section 3. Drainage Easements. Easements for drainage ("Drainage Easements") throughout the Subdivision are reserved along and within the Roadways. The Drainage Easements are reserved by Declarant, for Declarant and Declarant's successors and assigns. Declarant reserves the right: (i) to construct drainage channels and install culverts along and within the Drainage Easements, and (ii) to construct water retention berms (the "Water Retention Berms") to be situated within the Drainage Easements. Declarant shall have all of the rights and benefits necessary and convenient for the full enjoyment of the rights herein granted, including, but not limited to the free right of entry onto all Tracts for the purpose of construction and installation of any drainage channel, culverts and Water Retention Berms, and the right to cut and trim all trees, undergrowth and other obstructions that may interfere with the construction or installation of any drainage channels, culverts and Water Retention Berms. No owner of any Tract in the Subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically, and without limitation, no owner may:

(1) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;

(2) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Association;

(3) construct, erect or install a fence or other structure of any type or nature within or upon drainage easements which will impede the natural flow of water over said

easement;

(4) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(5) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

After the initial construction of any drainage channels, culverts and Water Retention Berms by Declarant, the Association shall have the right to, and shall be responsible for, the maintenance and repair of such drainage channels, culverts and Water Retention Berms to the extent required in order to cause them to adequately perform the drainage and water retention function for which they were initially constructed; provided that the Owner of a Tract on which a Drainage Easement, drainage channel, culvert and/or Water Retention Berm is situated shall be responsible for the normal, day-to-day maintenance of such areas on such Owner's Tract (including, without limitation, mowing such areas, and keeping such areas free from trash, garbage, leaves, limbs and other debris), and for any maintenance or repairs caused by any violation by such Owner of the restrictions provided for in these Declarations. The failure of any owner to comply with the provisions of this Section 3 shall in no event be deemed or construed to impose liability of any nature on the Association and/or Declarant, and such Association and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this provision shall in no way affect any other recorded easement in the Subdivision.

Section 4. Access Easements. Declarant hereby reserves for itself and its successors and assigns, and the Association is hereby granted, a non-exclusive right of access to and easement across all Tracts for purposes of exercising their respective rights or performing their respective duties under these Declarations (including, without limitation, any rights or duties of maintenance or repair).

Section 5. No Liability for Damage to Improvements. Declarant shall not be liable to any Owner for any damage to any vegetation (including, without limitation, shrubbery, trees, lawns or flowers) or other Improvements situated within such easement area, as a result of any activity relating to the construction, maintenance, operation, or repair of any utility lines or facilities in any such easement area. A provider of utility services shall not be liable to any Owner for any damage to any vegetation (including, without limitation, shrubbery, trees, lawns or flowers) or other Improvements situated within such easement area, as a result of any activity relating to the construction, maintenance, operation, or repair of any utility lines or facilities in any such easement area, except to the extent liability or obligation to repair any such damage arises out of this Declaration, or any State, County, or Municipal statutes, ordinances, rules or regulations, or the custom and practice of such utility provider. Prior to the construction of any utilities on a developed lot ("developed lot" shall mean any Tract which has a Single Family Dwelling constructed thereon), Declarant and the Association reserves the right to require that the utility provider pay the cost of repairing and restoring the easement area to the same condition as it was prior to construction.

Section 6. Changes, Additions, and Reservations. Declarant reserves the right to make changes in and additions to the easements described in this Article IV for the purpose of more efficiently and economically installing any Improvements. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, (i) to grant, dedicate, reserve or otherwise create easements for utility purposes, (including, without limitation, water, sewer, gas, electricity, telephone, cable television, and drainage) in favor of any person or entity furnishing or to furnish utility services to the Property, but only to the extent reasonably necessary and appropriate, and (ii) to execute and deliver any and all instruments and documents in connection therewith, including, without limitation, any and all instruments and documents that may be required by any provider of such utilities.

Section 7. "Cluster Mailbox Improvements". Declarant reserves the exclusive right and easement to construct, repair, replace, maintain, alter and modify from time to time a "cluster mailbox" structure, along with a drive up and parking area (the "Cluster Mailbox Improvements") within the Roadway Easement and on any portions of any Tract outside the Roadway Easement on which the Cluster Mailbox Improvements may be actually located when construction is completed, together with the right of ingress and egress to and from such improvements for such purposes. All Cluster Mailbox Improvements shall be included within the term "Common Areas" pursuant to, and for all purposes of, the Declaration.

ARTICLE V.

COMMON AREAS

Other than the Roadways, the "Cluster Mailbox Improvements", the "Entryway Improvements" and any other Improvements in connection therewith, there are no Common Areas planned to be developed within the Subdivision. Notwithstanding the above, the portions of the Perimeter Fences that the Association is responsible to maintain (if any) pursuant to Article III, Section 5. above, shall also be considered a part of the "Common Areas."

ARTICLE VI.

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Tract, subject to the following provisions:

(a) the right of the Association to charge fees for the repair and maintenance of the Common Areas, collect all dues, fines, assessments, reimbursements, and/or other fees or charges of any sort provided for in this Declaration, and enforce collection of any such dues, fines, assessments, reimbursements, and/or other fees or charges in accordance with any and all terms, conditions or rights set forth in this Declaration;

(b) the right of the Association to suspend the voting rights of an Owner for any

period of time during which any assessment against his Tract remains unpaid, or for any period of time during which such Owner is delinquent in the payment of any dues, fines, assessments, reimbursements, and/or other fees or charges due the Association hereunder;

(c) the right of the Association to suspend the voting rights of any Owner during any period of time in which an infraction of any of the rules and regulations set forth in this Declaration, or adopted by the Association, has taken place, and to uphold such suspension for up to 60 days after said Owner's cure; and

(d) the right of the Association (i) to enforce any and all rules and regulations which are a part of this Declaration or which are adopted by the Association pursuant to the authority granted to the Association by these Declarations, and (ii) to make and adopt rules and regulations regarding participation in Association activities or the use of the Common Areas, or otherwise related to its purpose.

ARTICLE VII.

PROPERTY OWNER'S ASSOCIATION AND COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Membership and Voting. Declarant shall take all steps necessary to create the Association, to which Association the Declarant may assign or delegate on a permanent or temporary basis one or more of the rights, powers, obligations and duties of the Declarant under this Declaration. Every Owner of a Tract within the Property shall be a member of the Association.

The Association shall have two classes of voting membership.

Class A: Class A Members shall be all Owners of Tracts, with the exception of the Declarant, and shall be entitled to one (1) vote for each Tract owned. When more than one person owns an interest in any Tract, all such persons shall be members. The vote for such Tract shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any one Tract hereunder.

Class B: Class B Members shall be the Declarant. Declarant shall be entitled to three (3) votes for each Tract owned. Once a Tract is sold to a person or persons who would be classified as Class A Members, the three (3) votes attached to that Tract shall be extinguished. Notwithstanding the foregoing, as long as Declarant shall own a Tract, Declarant shall be entitled to a minimum number of votes equal in amount to the number of Tracts in the Subdivision.

When more than one person owns an interest in any Tract, in order for the vote attributable to such Tract to be valid, the Owners of such Tract (or their representatives) shall deliver to the Board of Directors such instruments and documents (including, without limitation,

resolutions, authorizations, approvals, and certifications) as the Board of the Directors may reasonably request to confirm that such vote was authorized; such instruments and documents to be delivered prior to the taking of the vote of the members. If such instruments and documents are not delivered, or if the Board of Directors determines, in its sole discretion, that such vote was not properly authorized, the vote submitted for such Tract shall be deemed to be an abstention.

Section 2. Turnover.

(a) At any time after commencement of operations of the Association, at Declarant's sole discretion, the Owners may be required to take over the management of the Association and relieve Declarant of all duties associated therewith (for purposes of this Declaration, the transfer of management of the Association by Declarant to the Owners is hereinafter referred to as "Turnover"). Upon such Turnover by the Declarant, the Owners will be required to choose their own Board of Directors to represent them and to manage the Association in accordance with the terms and conditions of this Declaration and to establish any and all bylaws, procedures and other management devices by which the Association shall operate. Prior to the date such Turnover occurs, a Director need not be a member of the Association. From and after such date, a Director shall be a member of the Association.

(b) Notwithstanding anything to the contrary, until such Turnover has taken place, the management of the Association shall be by Declarant and its staff, and any expenses incurred in such management shall be reimbursed to Declarant by the Association. Said reimbursable expenses shall include the cost of Declarant's staff for the time spent in the management of the Association.

(c) Declarant shall give the Owners written notice of the Turnover (the "Turnover Notice") at least thirty (30) days prior to the effective date of such Turnover. The Turnover Notice shall state the effective date of the Turnover (the "Turnover Date"). In addition, the Turnover Notice shall state the place, date and hour of a special meeting of the Owners called for the purpose of the election of a new Board of Directors as of the Turnover Date, and shall constitute a call and notice of such special meeting. In the event the Owners fail to elect a new Board of Directors by the Turnover Date, the Declarant may (but shall not be obligated to) appoint three (3) or more Owners to serve as an interim Board of Directors until such time as the Owners elect a new Board of Directors. Turnover of the Association shall occur on the Turnover Date specified in the Turnover Notice, whether or not a new Board of Directors is elected by the Owners by the Turnover Date, and whether or not an interim Board of Directors is appointed by the Declarant.

(d) The Association shall at all times from and after Turnover indemnify and hold Declarant, its officers and partners, harmless from and against any and all liability, claims or damages of every kind, arising out of the operation of the Association (whether before or after such Turnover), or the development and operation of the Subdivision (whether before or after such Turnover), including, without limitation, the Common Areas. Additionally, Declarant, its officers and partners, shall not be held liable in any way in its role in enforcing or failing to enforce any of the covenants, conditions, restrictions and other terms of this Declaration, in protecting its rights or in carrying out any of its duties or obligations. The indemnification by the

Association of the Declarant shall include the Association's payment of any and all expenses incurred by Declarant, its officers or partners, including the payment of any and all legal expenses, court costs, and all other costs associated with the protection and/or defense of Declarant, its officers and partners, in any legal actions or proceedings or any other action of any kind.

(e) Upon written request made by Declarant to the Association, which request may be made at any time after the date hereof, the Association shall obtain and maintain in effect at all times, at the Association's expense, Commercial General Liability Insurance with limits of liability reasonably acceptable to Declarant, but not less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate single limit and directors and officers protection and employment practices liability insurance for a homeowners' association with limits of liability of $1,000,000.00 for each claim and $1,000,000.00 annual aggregate; such insurance to be in one or more policies, such insurance (i) to include coverage insuring against liability arising out of or related to the operation of the Association, and the development, operation and maintenance of the Subdivision, including, without limitation, the Common Areas, (ii) to name Declarant as an additional insured, and (iii) to be issued by an insurance company reasonably acceptable to Declarant. The Association shall, not later than ten (10) days after the date of Declarant's request for such liability coverage, provide Declarant with a certificate of insurance providing for the insurance coverage required hereby. The Association shall not cancel any insurance policy obtained in accordance herewith without giving Declarant at least thirty (30) days prior written notice. The Association shall maintain such liability insurance until the later of twenty-five (25) months after (a) the date all of the Common Areas are turned over to the Association, (b) the date management of the Association has been turned over to the Owners, or (c) the date Declarant no longer owns any interest in any part of the Subdivision.

Section 3. Personal Obligation and Lien Rights Associated with Collection of Dues and Assessments.

(a) Each Owner, by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to agree to pay to the Association regular annual assessments and all other Association dues, fees, fines, assessments or charges of any kind, including special assessments, which may be established and collected as hereinafter provided.

(b) The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall pass to any successors or assigns in title.

Section 4. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents and/or Owners of the Property, for the improvement and maintenance of the Common Areas, for the enforcement of the covenants, conditions and restrictions contained in this Declaration, and for the general and administrative expenses of the Association. These expenses may include, but shall not necessarily be limited to, payment of taxes and insurance, construction, repair or replacement of

Common Areas and Improvements thereon, cost of trash and debris clean-up, street and lot cleaning, cost of professional or other outside services, and labor, equipment, materials, outside management and supervision necessary to carry out its authorized functions. Additionally, any other expenses which, in Declarant's or Association's sole discretion, are deemed necessary to uphold the Subdivision's property values and/or are for the overall betterment of the Subdivision and its appearance, shall be the responsibility of the Association and shall be paid out of assessments.

Section 5. Initial Annual Assessment. Until adjusted in accordance herewith, the maximum annual assessments shall be as follows:

- Class A Members: $200.00 per individual Tract owned; and

* Class B Members: $200.00 per individual Tract owned.

(a) From and after January 1 of the calendar year immediately following the first conveyance of a Tract to an Owner, the maximum Class A annual assessment (a) may be increased each year by the Board of Directors not more than 15% above the maximum assessment for the previous year without a vote of membership and (b) may be increased each year by more than 15% above the maximum assessment for the previous year if such increase is approved by the Board of Directors and by a vote of more than two thirds (2/3) of the votes that may be cast by the members represented in person or by proxy at a meeting duly called for such purpose.

(b) The Board of Directors may fix the Class A annual assessment at an amount not in excess of the maximum Class A annual assessment, as such maximum Class A annual assessment may be increased from time to time as provided for above.

(c) In no event will the maximum Class B annual assessments stated above be altered or adjusted. Further Class B Members shall not be subject to Annual Assessment after December 31, 2015.

Section 6. Special Assessments. In addition to the annual assessments authorized above, the Board of Directors of the Association may levy special assessments from time to time for the purpose of defraying the cost of any construction, reconstruction, repair or replacement of any capital improvements upon or which are a part of the Common Areas, the cost of acquisition, repair or replacement of any fixtures and personal property used by or benefiting the Association or the Subdivision, and/or for carrying out any other purposes of the Association as stated herein or in the Association's organizational documents, as they may be amended from time to time. In order for the Board of Directors of the Association to levy a special assessment in accordance herewith, such special assessment must be approved by a vote of more than two thirds (2/3) of the votes that may be cast by the members represented in person or by proxy at a meeting duly called for such purpose. Class B Members shall not be subject to Special Assessments after December 31, 2015.

Section 7. Notice and Quorum for any Action Authorized Under Sections 5 and 6. Written

notice of any meeting called for the purpose of taking any action authorized under Sections 5 or 6 above shall be sent to all members not less than 20 days nor more than 90 days in advance of any meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of the membership of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called by the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 90 days following the preceding meeting.

Section 8. Uniform Rate of Assessment. Any and all dues of the Association or special assessments must be fixed at a uniform rate for all Tracts owned by Class A Members, and a uniform rate for all Tracts owned by Class B Members, and may be collected on a monthly or quarterly basis in lieu of annually. This decision may be made by Declarant until "Turnover" occurs, and thereafter may be made by the Board of Directors.

Section 9. Date of Commencement of Annual Assessments. The annual assessment period shall be a calendar year. Annual assessments shall not commence until January 1, 2011 (the "Assessment Commencement Date"). With respect to the initial sale of a Tract occurring after the Assessment Commencement Date, the buyer may be assessed at the closing of such sale for a prorated amount of the annual assessment attributable to such Tract as if such Tract had been assessed at the Class A annual assessment rate at all times during such annual assessment period, such prorated amount to be determined based upon the number of days remaining in such annual assessment period after such closing. The Board of Directors shall fix the amount of the annual assessment against each Tract at least ten (10) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto.

Section 10. Assessment Due Date. All assessments (whether annual or special) shall be due and payable upon receipt of the bill for such assessment sent by the Association.

Section 11. Certification Regarding Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Tract have been paid. A properly executed certificate of the Association as to the status of assessments on a Tract is binding upon the Association as of the date of its issuance.

Section 12. Reimbursement of Declarant. Notwithstanding any other terms or conditions set forth in this Declaration, any expenses which are incurred by Declarant prior to the establishment of the Association, or prior to sufficient income being received from assessment billings, and which would normally be the responsibility of the Association, shall be reimbursed to Declarant from proceeds of the Association as funds become available from dues and assessments, but in any case not later than one (1) year after the date the expense was incurred.

Section 13. Effect of Nonpayment of Assessments: Remedies of the Association. The Association may charge a one time late fee of $50.00 if any assessment is not paid within thirty (30) days after the date it is due. In addition, any assessment not paid within thirty (30) days after the date it is due shall bear interest from the due date at a rate equal to the lesser of (a) twelve percent (12%) per annum, or (b) the highest legal rate permitted by law to be charged the non-

paying Owner. The Association may bring an action at law against the Owner personally obligated to pay the same, may foreclose the Association's lien again such Owners' Tract, and/or exercise any and all other rights and remedies it may have hereunder, or under Texas law, to enforce an Owner's obligations hereunder. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Tract.

Section 14. Subordination of the Lien to Mortgage. The Association's lien to secure payment of the assessments provided for herein shall be subordinate to mortgage, deed of trust, or home equity liens of record and the lien securing the payment of that note in the original principal amount of $2,000,000.00 dated September 19, 2008 created in a Deed of Trust of even date therewith, executed by CEW Ventures, LLC to HCSB and recorded in Document No. 20085135 of the Official Public Records of Gillespie County, Texas.

. The sale or transfer of any Tract shall not affect the assessment lien. No sale or transfer shall relieve such Tract from liability for any assessments thereafter becoming due or from the lien thereof.

Section 15. Exempt Property. All Common Areas shall be exempt from assessment.

ARTICLE VIII.

RESTRICTIVE COVENANTS

The Declarant hereby declares that the Property shall henceforth be owned, held, transferred, sold and conveyed subject to the following covenants, conditions and restrictions which are intended for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on Declarant and all Owners, and their respective heirs, successors and assigns, and which shall inure to the benefit of Declarant and each Owner of any part of the Property, and their respective heirs, successors and assigns. THE FOLLOWING RESTRICTIVE COVENANTS SHALL APPLY TO ALL TRACTS UNLESS EXPRESSLY PROVIDED OTHERWISE IN A PARTICULAR RESTRICTIVE COVENANT.

Section 1. General Restrictions

(1) Signs. No signs of any kind shall be displayed to the public view on any Tract (or in the right of way of any Roadway adjacent to the Tract) except one sign, commercially attractive, of not more than six (6) square feet advertising the Tract for sale or rent. However, during the construction period of a Single Family Dwelling on a Tract, a builder may have one sign of up to sixteen (16) square feet advertising their particular homes and/or services, and may identify the architect who designed the Single Family Dwelling and may include a lender's name providing construction financing. Declarant, or its agent, shall have the right to remove any sign not complying with the provisions of this subsection, and in so doing shall not be liable for any tort arising from such removal. Declarant may erect signs of any size in order to advertise the Subdivision and the availability of Tracts for sale in the Subdivision, as long as Declarant owns any Tracts.

(2) Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants, provided, timber and vegetation which has been removed in the clearing of a Tract, may accumulate until appropriate conditions exist to burn the debris onsite. Refuse, garbage and trash shall be kept at all times in covered containers to the rear of the Single Family Dwelling and such containers shall be kept within enclosed structures or appropriately screened from view by the public, and contents thereof disposed of regularly.

(3) Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than speakers for porches or patios, security speakers at the entry way or upon the exterior of a single family dwelling and other than alarm devices used exclusively for security purposes) shall be located, used or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

(4) Repair of Buildings. All Improvements erected or constructed upon a Tract subsequent to the execution of this Declaration shall at all times be kept in good, safe, attractive condition and repair and adequately painted or otherwise maintained by the Owner of such Tract.

(5) Hazardous Activities. No activities shall be conduced on a Tract and no Improvements shall be constructed on a Tract which are or might be unsafe or hazardous to any person or property.

(6) Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. No tank for the storage of oil, gasoline, or other hazardous products may be maintained on any Tract.

(7) Unsightly Articles: Vehicles. No unsightly article shall be permitted to remain on any Tract so as to be visible from adjoining Property or public streets. Without limiting the generality of the foregoing, trailers, trucks (other than pickups not to exceed one ton capacity), boats, tractors, vans, recreational vehicles and other vehicles used or designed for use as commercial vehicles, campers, wagons, buses, motorcycles and similar two (2) and four (4) wheel motorized vehicles, motor scooters, golf carts, and garden maintenance equipment, shall be housed and stored at all times, except when in actual use, in enclosed structures and no repair or maintenance work shall be done on any of the forgoing, or on any automobile (other than minor emergence repairs), except in fully enclosed garages or other structures, screened from public view. No commercial vehicle owned by an Owner or any resident within the Property shall be parked on the driveway or street within the Subdivision.

(8) Mobile Homes. Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Tract at any time, and no travel trailers or recreational vehicles owned by anyone other than the Owner or resident of the Tract, shall be parked on or near any Tract so as to be visible from adjoining Tracts or public streets for more than ten (10) days.

(9) Animals. No domestic household pet or domestic livestock shall be allowed to make an

unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Tract of its Owner unless confined to a leash. No more than three (3) dogs and three (3) cats shall be kept, housed or sheltered upon a Tract . No domestic pet may be caged or boarded for hire or renumeration on the Property and no kennels or breeding operations of domestic pets will be allowed. No domestic household pet shall be allowed to run at large and domestic pets and domestic livestock shall be kept within enclosed areas on a Tract which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof. Enclosures for domestic pets shall be screened so as not to be visible from the front side of the Tract at street level. Dog runs shall not be visible from any portions of the Property at street level. Vicious or dangerous animals shall not be kept, housed or sheltered on the Property. Vicious or dangerous animals shall include, but not be limited to, pit bull dogs of all breeds, whether of the whole or half blood.

(10) Livestock. Domestic livestock other than swine, which are expressly prohibited, shall be permitted provided not more than one animal unit, as defined by rules of the Gillespie Central Appraisal District, shall be permitted for each five (5) acres owned by an Owner. "Livestock" means a domesticated animal that derives its primary nourishment from vegetation, supplemented as necessary with commercial feed. Livestock includes, but is not limited to, meat or dairy cattle, horses, llamas, goats, poultry, and sheep.

(11) Temporary Structures. No structure of a temporary character such as a trailer, mobile home, manufactured home, tent, shack, garage, barn or other outbuilding shall be used on any Tract at any time as a residence, either temporarily or permanently. No Single Family Dwelling previously constructed elsewhere may be moved on any Tract in the Subdivision. This covenant prohibits the use of a mobile home or manufactured home as a residence, either temporarily or permanently. A portable building or enclosed trailer may be permitted for use as a builder's storage facility during construction of a Single Family Dwelling on a Tract (subject to approval of the Declarant); however, any such building or structure shall be removed immediately upon completion of construction.

(12) Construction Materials and Debris. No building material of any kind shall be placed or stored upon a Tract until the Owner thereof is ready to commence construction of Improvements. All building materials shall be placed within the property lines of the Tract upon which the Improvements are erected and shall not be placed on the street. During construction of a Single Family Dwelling or other Improvements, a Tract must be cleaned of trash and debris and placed in an orderly condition by 7:00 P.M. each Friday. At all times during construction, all trash and debris shall be contained in a small defined area which shall be maintained in a sanitary and orderly manner and disposed of as hereinabove provided.

(13) Nuisances. No noxious, offensive or dangerous activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to an Owner of a Tract. This includes builders and construction workers working after daylight hours. No Owner shall do any act or any work that will impair any easement or hereditaments, or do any act or allow any condition to exist which will adversely affect the other Tracts or their Owners.

(14) Firearms and Hunting. Trap or skeet shooting, or other persistent discharge of firearms within the Subdivision is prohibited. Hunting and harvesting of game animals protected by State or Federal statutes or regulations by firearms is prohibited unless approved by the Board of Directors of the Association for the purpose of controlling overpopulation of whitetail deer, for health and safety reasons, or to prevent damage or injury to Owner's real or personal property. Discharge of firearms shall always be in a safe and prudent matter, not directed toward the homes of other Owners.

(15) Rentals. Nothing in this Declaration shall prevent the rental of any Tract and the Improvements thereon by the Owner thereof for single family residential purposes; provided however, all lessees shall be and are hereby bound to comply fully with the terms, covenants and restrictions of this Declaration. During any period when a Tract or Improvements are rented or leased, the Owner of the Tract shall remain liable for complying with all terms of the Declaration. No Single Family Dwelling or Improvement may be rented or leased for any single period of less than one (1) month. No "time-share plan" or any similar plan of fragmented or interval ownership of said Single Family Dwelling shall be permitted on the Property.

(16) Trees. Preservation and maintenance of the deciduous trees within the Subdivision is strongly encouraged. Prudence, care, and discretion should be used in the positioning of all Improvements in order to preserve as many deciduous trees as possible within the Subdivision. Replacement of deciduous trees that are removed or die is encouraged. All precautions shall be taken in connection with the pruning and trimming of deciduous trees, in order to prevent the spread of oak wilt and oak decline within the Subdivision. Such precautions shall include, but not be limited to minimal trimming and pruning of oak trees, trimming and pruning of oak trees during dormant months only (normally January, February and August), and painting all fresh cuts with appropriate dressing or paint. Diseased and dead trees may be cut and removed at anytime.

(17) Fences. The Owner of a Tract may fence the perimeter of the Tract at Owner's sole cost and expense. The fence shall be constructed of new material and shall be completed and maintained in a good and workmanlike manner, regarding quality and appearance. Perimeter fences designed to restrain livestock shall be constructed of netting material with three strands, barbed or smooth wire, or a minimum of six (6) strand barbed wire with a minimum 2 7/8 inch metal pipe line posts every 120 feet, t-posts every 10 feet and minimum 2 7/8 inch corner posts with H brace and diagonal brace.

Until such time as Owner completes the construction of a perimeter fence designed to restrain livestock, Owner agrees that Declarant, Declarant's agents, lessees, or assigns, including the Association, may graze livestock upon the Tract of Owner without compensation or lease payment to Owner. Each Owner and their respective heirs, successors and assigns, by acceptance of title to an interest in a Tract, hereby agree to indemnify and hold harmless Declarant and the Association (and their respective tenants or assignees), from and against, and hereby waive and release any claims or causes of action such Owner may have with respect to, any injuries to any persons or any damages to any properties that may be caused by livestock on an Owner's Tract, or that may otherwise arise out of, or be suffered or incurred in connection

with, the exercise by Declarant or the Association (or their tenants or assignees) of the right to graze livestock on an Owner's Tract, and/or the presence of livestock on an Owner's Tract. Upon completion of the construction of the required fence, all privileges to continue the grazing of livestock by Declarant, Declarant's agents, lessees, or assigns, including the Association, shall terminate and immediately cease.

(18) No Improvements shall be constructed in the Common Areas by any Owner (other than Declarant) without the prior written approval of the Association. Without limiting the generality of the foregoing, no fences, cattle guards, archways or gates shall be installed or placed across any of the Roadways by any Owner (other than Declarant) without the prior written approval of the Association.

Section 2. Residential Restrictions

(1) Single Family Residential Use. All Tracts shall be improved and used principally for single family residential purposes. Except the use of a room within a Single Family Dwelling as an in-home office rendering personal services solely by the Owner or a professional business conducted solely by an Owner, or in an office studio, which office use is secondary to the residential use of the Tract, no business, commercial, industrial, trade, professional or other nonresidential activity or use of any nature, type, kind or description shall be conducted upon a Tract or from any Single Family Dwelling or within any Improvement located or constructed on any Tract. No signs of any type advertising or describing in any way the personal services rendered or professional services conducted by the owner shall be placed anywhere on a Tract or within or upon the Single Family Dwelling or any other Improvement on a Tract.

Notwithstanding the above, a Tract may be used for growing and processing of various agricultural products and commodities for commercial purposes, including, by way of illustration (but not limitation), vineyards, orchards (including, fruits and nuts), farming operations (including vegetable farming), and cropland operations (including, small grain crops, sorghum hay, improved pasture hay, and row crop); provided that, (i) such use does not significantly increase traffic flow to and from any Tract, and (ii) no Tract shall be open to the public for the harvesting and/or purchasing of any such agricultural products and commodities.

(2) Construction in Place. All Single Family Dwellings constructed on the Property after the execution of this Declaration shall be built in place on the Tract.

(3) Building Materials. All Single Family Dwellings and other Improvements shall be constructed of recognized standard construction quality. New construction materials (except stone or brick) shall be used in constructing any Single Family Dwelling or Improvement situated on a Tract. The exterior walls of all Single Family Dwellings shall be composed of 80% masonry or masonry veneer. In addition, the exterior walls of all other Improvements shall be composed of fiber cement sidings, masonry or masonry veneer for 80% or more of the total exterior wall area. The minimum masonry percentage shall apply to the aggregate area of all exterior walls but be exclusive of door, window and similar openings. "Masonry" or "masonry veneer" means stucco, stone and brick. Logs which were hewn prior to 1900 shall be considered masonry for purposes of satisfying the minimum requirements of masonry or masonry veneer.

(4) Roofs. The surface of all roofs of improvements shall be of materials with a manufacturer's warranty against defects of at least twenty (20) years and shall be composed of either slate, tile, factory fire treated wood or metal, or composition shingle.

Simplicity in the overall building design is desirable to provide visual continuity throughout the subdivision. A distracting roof design is not permissible. All stacks, vents, approved antennae and other approved roof mounted accessories shall be placed or erected behind the ridge of the roof so they are not visible from the street abutting the front of the Single Family Dwelling and shall not extend above the ridgeline.

(5) Single Family Dwelling Size. All Single Family Dwellings shall contain not less than 2,000 square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks and garages.

Notwithstanding the foregoing, after construction of a Single Family Dwelling complying with the square footage requirements of this paragraph, a second Single Family Dwelling containing not more than 1250 square feet of enclosed, air conditioned and heated living space, exclusive of porches (open or covered), decks and garages may be constructed on a Tract.

(6) Windows. Mill finish aluminum window and door frames are hereby expressly prohibited.

(7) Setback Lines. Except for entrance and other gates, wells and related well house, earthen dams and ponds, septic systems, roadways, driveways, drainage areas and culverts, fences, utility lines, and appurtenances, no Improvements shall be constructed, placed or maintained within the roadway setback, side setback and rear setback as herein defined. The roadway setback is defined as that portion of a Tract which abuts a roadway and extends from the Roadway into the Tract the distance is as stated in the setback table below. The side of each Tract is defined as the boundary line of a Tract which has a common boundary line with another Tract and which common boundary line extends into the Roadway. The side setback of each Tract is that portion of the Tract which abuts a side of a Tract and extends from the side of the Tract into the Tract the distance as stated in the setback table below. The rear of a Tract is defined as a (1) boundary line of a Tract which does not extend into or lay within a roadway, or (2) a common boundary line with another tract and which common boundary line does not extend into a Roadway. The rear setback of a Tract is that portion of the Tract which abuts the rear of a Tract and extends from the rear of the Tract into the Tract the distance as stated in the setback table below.

An owner of two or more Tracts which have common and abutting boundaries will not be subject to side or rear setbacks as to that portion of the Tracts which has the abutting side or rear boundaries.

SETBACKS AS DELINEATED OR DESCRIBED ON THE SETBACK PLAT ATTACHED HERETO AS EXHIBIT "A" SHALL CONTROL OVER CONFLICTING SETBACKS SET OUT BELOW.

Setback Table

Tract No.	Roadway Setback	Side Setback	Rear Setback
1	50 Feet	50 Feet	50/75 Feet
2	50 Feet	50 Feet	50 Feet
3	50 Feet	50 Feet	50 Feet
4	50 Feet	50 Feet	50 Feet
5	50 Feet	50 Feet	50 Feet
6	50 Feet	50 Feet	50 Feet
7	50 Feet	50 Feet	75 Feet
8	50 Feet	50 Feet	50 Feet
10	75 Feet	25 Feet	50/200 Feet
11	50 Feet	50 Feet	200 Feet
12	50 Feet	50 Feet	200 Feet
13	50 Feet	50 Feet	200 Feet
14	50 Feet	50 Feet	200 Feet
15	50 Feet	50 Feet	200 Feet
16	50 Feet	50 Feet	200 Feet
17	50 Feet	50 Feet	N/A
18	50 Feet	50 Feet	N/A
19	25 Feet	50 Feet	50 Feet
19a	25 Feet	50 Feet	50 Feet
20	25 Feet	50 Feet	50 Feet
21	25 Feet	50 Feet	N/A Feet
22	25 Feet	50 Feet	N/A
23	25 Feet	50 Feet	50 Feet
24	25 Feet	25 Feet	50 Feet
25	25 Feet	25 Feet	25/50 Feet
26	25 Feet	50 Feet	50 Feet
27	25 Feet	50 Feet	50 Feet
28	25 Feet	50 Feet	50 Feet
29	50 Feet	50 Feet	75 Feet
30	50 Feet	50 Feet	75 Feet
31	50 Feet	50 Feet	75 Feet
32	50 Feet	50/75 Feet	N/A
33	50 Feet	50 Feet	75 Feet
34	50 Feet	50 Feet	75 Feet

(8) Improvements Compatible with Single Family Dwelling. All Improvements shall be compatible with the Single Family Dwelling to which they are appurtenant in terms of design and material composition.

(9) Swimming Pools. Moveable, above-ground swimming pools are strictly prohibited. All swimming pools must be of a permanent nature built into the ground and in a fenced enclosure with self-closing and self-latching gates, and in accordance with any applicable ordinances, regulations, or statutes.

(10) Athletic Facilities. Tennis courts and sport courts, and related lighting and fencing shall be allowed and may be constructed on any Tract upon which the primary Single Family Dwelling is situated or upon any Tract contiguous thereto. Tennis courts and sport courts shall not be illuminated between 11:00 P.M. and 7:00 A.M. of the following day.

(11) Foundation Exposure.

(A) All Stucco Finishes. All foundation sides on any Single Family Dwelling with an exterior stucco finish shall be covered with stucco which matches the texture and color of the exterior stucco walls of such Single Family Dwelling and shall be a continuation of such stucco walls so that there is no defined horizontal relief line between the foundation and such walls.

(B) All Stone, Masonry Finishes. The foundation of any Single Family Dwelling with a stone, brick, masonry, masonry veneer (other than stucco) exterior finish shall not be exposed more than eighteen (18) inches above final grade. If floor level is more than eighteen (18) inches above final grade, the foundation shall be built to accommodate a finished wall matching the exterior wall of the Improvement to within eighteen (18) inches of final grade. The exposed foundation shall be trowel finished. Landscaping to screen exposed foundation is encouraged.

(12) Governmental Rules. All Improvements located, erected, constructed and installed upon any Tract shall conform to and comply with all applicable governmental regulations, rules and ordinances, including, without limitation, all building and zoning requirements. All activities of the Owners, and those of their tenants, invitees, agents, employees and contractors on or about the Property shall comply with all applicable governmental regulations, rules and ordinances.

(13) Antennae. No radio or television aerial wires, antennae or other special television apparatus or equipment shall be maintained on any portion of any Tract forward of the rear building line of the principal Single Family Dwelling. Furthermore, no radio or television aerial wires or antennae shall be placed or maintained on any Tract which extends higher than the highest part of the roof of the Single Family Dwelling on said Tract and must be attached to the ground. All satellite dishes, discs, and similar apparatus or equipment must be screened from the view of streets.

(14) Mailboxes. No individual mailbox receptacle shall be placed upon a Tract. A common mailbox receptacle for servicing all of the Tracts shall be provided at the entryway to the subdivision.

(15) Tanks. No Butane, propane, or any type of elevated tank of any kind shall be erected,

placed or permitted on any Tract; provided that, such tanks may be allowed if shielded from view from the street, or buried.

(16) Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property, unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements. Provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements. **This restriction shall not apply to any utility lines situated on the Property on the date of this Declaration or to aerial utility lines installed by Declarant within the Roadway Easements.**

(17) Fences Generally. All fences are to be professionally constructed.

(18) Livestock Shelters. Pens, fences, barns and stables and other similar Improvements intended for the housing and protection of domestic livestock, and structures for the storage and housing of equipment, machinery, and vehicles may be made or erected on a tract prior to construction of a single family dwelling. Domestic livestock shall not be housed or sheltered within the improvements until a fence adequate to restrain the animals has been constructed.

(19) Unfinished Structures. No Single Family Dwelling or Improvement shall remain unfinished for more than eighteen (18) months after the commencement of construction of the structure.

(20) Setback Variance. Upon submission of a written request to the Board of Directors of the Association, the Association may, from time to time in its sole discretion, permit Owners to construct, erect or install Improvements which are in variance with the Article VIII., Section 2. Residential Restrictions, (7) Setback Lines, as provided in this Declaration. Such variances must, in the Board of Directors' sole discretion, not detrimentally affect the integrity of the Subdivision. Neither the Declarant, nor the Association, nor any member of the Board of Directors of the Association, shall be liable to any Owner for claims, causes of action, or damages arising out of the grant or denial of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Association's right to strictly enforce the covenants and restrictions provided hereunder, against any other Owner.

Approval of a variance shall require unanimous approval of the members of the Board of Directors of the Association. If written notice of approval has not been delivered to the requesting Owner within thirty (30) days of the date of submission of the request, it shall be conclusively presumed that the Board of Directors has denied the request for a variance.

(21) No cellular tower or other type of commercial tower, including, but not limited to windmills, wind turbines and similar equipment and fixtures customarily used and associated

with wind farms shall be erected, maintained, operated or placed upon the Property.

Section 3. Restriction Against Subdivision

No subdivision of any Tract by a Class A Member shall be permitted prior to January 1, 2019. After January 1, 2019, tracts may be subdivided by a Class A Member provided that the resultant tracts shall contain a minimum of ten (10) acres each and comply with Gillespie County Subdivision regulations. Notwithstanding the foregoing, Declarant shall have the right to subdivide any Tracts owned by Declarant into Tracts of a minimum acreage of five (5) acres, provided any mortgagee of Declarant owning a security interest in the Tract shall have consented to the subdivision.

Owners of Tracts having a common and abutting boundary line may modify, alter, change, realign or adjust the common and abutting boundary line.

Section 4. Compliance with Provision of this Declaration

Each Owner shall comply strictly with the provisions of these restrictions as the same may be amended from time to time. Failure to comply with any provision of this Declaration shall constitute a violation of the Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by an aggrieved Owner or Declarant. Declarant makes no warranty or representation as to the present or future validity or enforceability of the Declaration, its terms or provisions. Each Owner acquiring a Tract in reliance on this Declaration, its terms and provisions shall assume all risks of the possible amendment, validity and enforceability thereof, as well as the possibility that variances from the restrictions contained in this Declaration may be granted from time to time; and, by acquiring the Tract, each Owner agrees to hold Declarant harmless from any damages resulting from any amendment to, variances from, or invalidity or unenforceability of this Declaration.

Section 5. Development Objectives. The aesthetic and ecological quality of the Property requires that all Improvements be compatible with other improvements, and be in harmony with the natural surroundings (including, without limitation, natural vegetation and topography). To these ends, improvements should be planned and designed with particular attention to site location, size, scale, building density, design and aesthetic appearance, and the use of such materials as will create an attractive and harmonious blend with existing Improvements and the natural surroundings (including, without limitation, natural vegetation and topography). Considerations by a Owner in construction of Improvements should be to:

(a) The architectural design.

(b) The location of the Improvement on the site (including, without limitation, the location of the Improvement in relation to (i) the natural surroundings (including, without limitation, natural vegetation and topography), (ii) other Improvements on the Tract, and (iii) other Improvements on adjoining Tracts and elsewhere in the Subdivision).

(c) Harmony and conformity of the design with the surroundings both natural and built

(including, without limitation, natural vegetation and topography).

(d) Adequacy of the design to conditions of the site.

(e) Relation of finished grades and elevations to neighboring sites.

(f) Relation of Improvements to Improvements on neighboring sites.

(g) Protecting the view of Tracts whose location provide distant and panoramic views.

(h) Conformity to specific and general intent of the restrictive covenants set forth in this Declaration.

ARTICLE IX.

TERM

The covenants, conditions and restrictions set forth in this Declaration are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under them until January 1, 2035, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by Owners of at least two thirds (2/3rds) of the Tracts has been recorded agreeing to terminate said covenants and restrictions in whole or in part; provided that, if Declarant owns any interest in the Property at the time, the covenants and restrictions may only be terminated if the Declarant and any mortgagee of Declarant owning a security interest in a Tract owned by Declarant joins in executing such instrument.

ARTICLE X.

ENFORCEMENT

Section 1. Right of Enforcement. Declarant, its successors or assigns, the Association, its successors or assigns, or any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, conditions, and restrictions of this Declaration. Failure of Declarant or the Association 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. Declarant, for itself, its successors or assigns, reserves the right to enforce this Declaration, though it may have previously sold and conveyed all Tracts controlled hereby. The reservation by Declarant or the Association of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and neither Declarant nor the Association shall be subjected to any claim, demand, or cause of action from any Owner by virtue of not enforcing any term, provision, covenant, condition or restrictions herein contained.

Section 2. Declarant and Association Right to Self Help.

(a) The Declarant and Association shall have the authority to employ self-help to enforce

compliance with any provision of this Declaration. Upon the occurrence of a default or other violation of this Declaration, the Declarant or the Association may provide notice to the defaulting Owner of the matter of noncompliance, the action necessary to cure the noncompliance, and a date by which the noncompliance shall be cured; such notice to be sent in accordance with subparagraph (b) below. In the event the Owner fails to cure the matter of noncompliance within the required time, the Association may take action to cure the matter of noncompliance. NEITHER THE DECLARANT, NOR THE ASSOCIATION, NOR ANY OWNER, NOR ANY OF THEIR RESPECTIVE OWNERS, PARTNERS, MEMBERS, DIRECTORS, OFFICERS, AGENTS, LEGAL REPRESENTATIVES OR OTHERS ACTING AT THEIR DISCRETION OR REQUEST, SHALL HAVE ANY LIABILITY TO ANY OWNER WHATSOEVER FOR ANY INJURY, LOSS OR DAMAGE SUFFERED OR INCURRED BY SUCH OWNER ARISING OUT OF THE EXERCISE OF THE RIGHTS GRANTED IN THIS SECTION; AND BY ACCEPTANCE OF A DEED TO A TRACT, EACH OWNER WAIVES AND RELEASES ANY AND ALL CLAIMS OR CAUSES OF ACTION THAT MAY ARISE OUT OF THE EXERCISE OF THE RIGHTS GRANTED IN THIS SECTION, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR INJURY, LOSS OR DAMAGE TO THE PROPERTY OF AN OWNER.

(b) Notice of default or other violation of this Declaration and of the Declarant's or Association's intent to act pursuant to this provision shall be in the form and in the manner as required by Article XVII. In the event of continuing noncompliance, a second notice, at least ten (10) days subsequent to the date of the mailing of the first notice, shall be sent to the noncomplying Owner. Not sooner than thirty (30) days after date of the mailing of the first notice, the Association or the Declarant may send a third notice (the "Notice of Intent to Remedy") to the noncomplying Owner of the Association's or the Declarant's intent to remedy the noncomplying condition. The Notice of Intent to Remedy shall be sent by United States Certified Mail, return receipt requested, and shall otherwise conform to Article XVII. In the event the noncomplying condition is not cured within ten (10) days after the date of the Notice of Intent to Remedy, the Declarant or the Association may commence actions to remedy the noncomplying condition at the sole expense of the noncomplying Owner.

(c) In the event that Declarant or the Association acts to remedy a noncomplying condition in accordance herewith, all sums incurred by the Declarant or the Association in connection therewith, including any attorneys' fees, shall be charged against the Owner, and shall be payable by the Owner upon demand. If such sums are not paid within three (3) days after demand for payment is made therefor, such sums shall bear interest at a rate equal to the lesser of (a) twelve percent (12%) per annum, or (b) the highest legal rate permitted by law to be charged the Owner and, unless otherwise provided herein, shall be secured by the assessment lien provided for herein against all Tracts owned by such Owner. In addition, the Declarant or the Association may exercise any and all other rights and remedies that may be available hereunder, or under Texas law, to enforce an Owner's obligations hereunder.

Section 3. Penalties. The Association shall have the right to establish penalties, including fines, for the violation of the covenants and restrictions contained in this Declaration.

ARTICLE XI.

ASSESSMENT LIEN/NONJUDICIAL FORECLOSURE

Section 1. Special Deed of Trust. To secure the payment of assessments, reimbursements, and the other amounts owed to the Association by an Owner hereunder, and to ensure compliance with the applicable covenants, conditions, restrictions and easements set forth herein, each Owner, upon acceptance of his or her deed to a Tract governed by this Declaration conveys the Tract to the Trustee hereinafter named, in trust, for so long as these covenants, conditions, restrictions and easements shall remain in effect, such conveyance operating as a Special Deed of Trust. If an Owner fails to tender payment of any assessments, reimbursements, or other amounts owed to the Association when due, or if an Owner fails to perform any of the obligations under or maintain any condition required by this Declaration, the Association, or Declarant in accordance with Article X. above, may perform those obligations, advance whatever funds may be required, and then be reimbursed by the Owner on demand for any sums so advanced, including attorney's fees, plus interest on those sums from the dates of payment at a rate equal to the lesser of (a) twelve percent (12%) per annum, or (b) the highest legal rate permitted by law for the Owner. The sum to be reimbursed shall be secured by this Special Deed of Trust.

Section 2. Failure to Pay. If the Owner fails to pay the Association for any assessments, reimbursements or other amounts owed by such Owner to the Association, and such failure continues after the Association gives the Owner notice of the failure and the time within which it must be cured, as may be required by law, then the Association, as the Beneficiary of this Special Deed of Trust, may:

(a) Request the Trustee appointed herein, or such Trustee's successor, to foreclose the liens created herein, in which case the Association shall give notice of the foreclosure sale as provided by Section 51.002 et. seq. of the Texas Property Code then in effect or any successor statute thereto; and

(b) Purchase the Tract at any foreclosure sale by offering the highest bid and then have the bid credited to the amounts owed to the Association.

Section 3. Foreclosure. If requested by the Association to foreclose this lien, the Trustee shall:

(a) Either personally or by agent give notice of the foreclosure sale as required by, Section 51.002 et. seq. of the Texas Property Code then in effect or any successor statute thereto;

(b) Sell and convey the Tract to the highest bidder for cash with a general warranty binding the Owner, subject to prior liens and to other exceptions to conveyance and warranty; and

(c) From the proceeds of the sale, pay, in this order:

(1) expenses of foreclosure, including a commission to Trustee of five percent (5%) of the successful bid;

(2) to the Association, the full amount owed, attorney's fees, and other charges due and unpaid;

(3) any amounts required by law to be paid before payment to the Owner; and

(4) to the Owner, any remaining balance.

Section 4. Appointment of Trustee. Carroll J. Bryla is appointed Trustee for the purpose of this Article XII. The Association, as Beneficiary, may appoint a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein, by filing an appropriate designation of substitute trustee among the Real Property Records of Gillespie County, Texas.

Section 5. Tenancy-At-Sufferance. From and after any foreclosure under this Article XI., the occupants of such Tract shall be required to pay a reasonable rent for the use of such Tract and such occupancy shall constitute a tenancy-at-sufferance. The purchaser at such foreclosure shall be entitled to sue for recovery of possession of such Tract by forcible detainer without further notice.

Section 6. Compliance with Property Code. It is intended that the provisions of this Section to comply with the provisions of the Texas Property Code (including, without limitation, Section 51.002), as such provisions may be amended from time to time. The President of the Association, acting without joinder of any Owner or mortgagee of any Owner, may, by amendment to this Declaration filed in the office of the County Clerk of Gillespie County, Texas, amend the provisions hereof so as to comply with Section 51.002.

Section 7. Priority of Lien. Any liens created by this Declaration, shall be superior to all other liens and charges against any Tract covered hereby, except only for tax liens, and mortgage, deed of trust, or home equity liens of record and the lien securing the payment of that note in the original principal amount of $2,000,000.00 dated September 19, 2008 created in a Deed of Trust of even date therewith, executed by CEW Ventures, LLC to HCSB and recorded in Document No. 20085135 of the Official Public Records of Gillespie County, Texas.

ARTICLE XII.

PARTIAL INVALDITY

The invalidation of any of the terms, provisions, covenants, conditions or restrictions contained in this Declaration, by judgment, court order, operation of law or otherwise, shall in no way affect the validity any of the other terms, provisions, covenants, conditions or restrictions hereof, which shall remain in full force and effect.

ARTICLE XIII.

AMENDMENT

(a) Except as otherwise provided herein, as long as Declarant owns any interest in the Property, the Declarant and the Owners (but expressly excluding the mortgagee's of non Declarant owners, if any) of cumulatively at least fifty percent (50%) 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. Except as otherwise provided herein, from and after the date that 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 (except for the terms and conditions of any loan or assessments due to Declarant by the Association) by executing and filing an instrument containing such amendment, in the office of the County Clerk of Gillespie County, Texas.

(b) Notwithstanding anything to the contrary, 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 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 Declarant, in its sole discretion. Said amendment shall be effective upon filing of the instrument containing such amendment in the office of the County Clerk of Gillespie County, Texas.

(c) So long as Declarant shall be indebted to HCSB, its successors or assigns, under that certain Promissory Note in the original principal amount of $2,000,000.00 dated September 19, 2008, and any renewals or extensions thereof, which is secured by a lien created in a Deed of Trust of even date therewith, executed by CEW Ventures, LLC to HCSB and recorded in Document No. 20085135 of the Official Public Records of Gillespie County, Texas, any amendment of this Declaration shall require the consent and approval of HCSB, its successors or assign, to be effective.

ARTICLE XIV.

WAIVER AND LACHES

The obligation to abide by the provisions contained in this Declaration 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 Declarant or of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XV.

ASSESSMENTS BY AWARD OR JUDICIAL DECREE

In the event arbitration or litigation is necessary to enforce any provision contained within this Declaration, any and all awards granted by the arbitrator, or damages, penalties, fees, costs, and/or any other charges awarded in the decree shall also constitute an assessment, which shall likewise run with the land, and which shall be secured by the lien created in Article XI. herein.

ARTICLE XVI.

NOTICE

Whenever written notice or demand to an Owner is permitted or required hereunder, such notice shall be given by the mailing of such notice to such Owner at the address of such Owner appearing on the records of the Association, unless such Owner has given written notice to the Association of a different address, in which event such notice shall be sent to the Owner at the address so designated. Notice shall conclusively be deemed to have been given by the Association on the date such notice is deposited in the United States Mail, properly addressed, whether received by the addressee or not.

ARTICLE XVII.

ASSIGNMENT BY DECLARANT

Notwithstanding any provision in this Declaration to the contrary, Declarant may in writing filed of record referring to this Declaration by volume and page number, expressly assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder. Upon assignment by Declarant of any or all of Declarant rights, the Declarant shall no longer be liable for performance of such assigned rights provided that the assignee expressly assumes in the recorded assignment the obligations of Declarant that are assigned.

In the event HCSB, its successors or assigns, shall acquire fee simple ownership in one or more of the Tracts, whether by foreclosure, deed in lieu of foreclosure, or other conveyance or transfer by Declarant to HCSB, HCSB, its successors or assigns, may elect to assume, in whole or in part, any of the privileges, exemptions, rights and duties of Declarant under this Declaration.

ARTICLE XVIII.

NOTICE TO DEVELOPMENT LENDER

As long as HCSB, its successors or assigns, shall have a security interest in one or more

of the Tracts to secure the payment of the note in the original principal amount of $2,000,000.00 dated September 19, 2008, and more particularly described in Deed of Trust recorded as Document No. 20085135 of the Official Public Records of Gillespie County, Texas, Declarant and the Association shall provide notice to HCSB in writing of the occurrence of any of the following events:

1. The failure of a Tract Owner to pay an assessment as provided under the terms of the Declaration which delinquency in payment is for a period of greater than ninety (90) days.

2. A lapse of any insurance coverage which is required under the terms of the Declaration.

3. Any loss or casualty relating to the Common Areas.

4. Any claim and/or suit made against the Association.

ARTICLE XIX.

HEADINGS

The headings contained herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Declaration.

EXECUTED by said Declarant, this 5th day of JANUARY, 2010.

Signature Page Follows

CEW VENTURES, LLC, a Texas limited liability company

By: _____
RONALD J. ENDRES, Manager

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 5 day of January 2010, by RONALD J. ENDRES, Manager of CEW VENTURES, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

CAROLYN WEIDENFELLER
Notary Public, State of Texas
My Commission Expires
March 12, 2012

CAROLYN WEIDENFELLER
Notary Public, State of Texas
My Commission Expires
March 12, 2012

CEW VENTURES, LLC, a Texas limited liability company

By: _____
C. THOMAS CLOWE, JR., Manager

THE STATE OF TEXAS §
COUNTY OF McLennan §

This instrument was acknowledged before me on this 5th day of January, 2010, by C. THOMAS CLOWE, JR., Manager of CEW VENTURES, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

NINA L. WILLIAMS
Notary Public
STATE OF TEXAS
My Commission
Expires 07/22/2010

CEW VENTURES, LLC, a Texas limited liability company

By: Bryan W. Bierschwale
BRYAN W. BIERSCHWALE, Manager

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 5 day of January 2010, by BRYAN W. BIERSCHWALE, Manager of CEW VENTURES, LLC, a Texas limited liability company, on behalf of said limited liability company.

Carolyn Weidenfeller
Notary Public, State of Texas

CAROLYN WEIDENFELLER
Notary Public, State of Texas
My Commission Expires
March 12, 2012

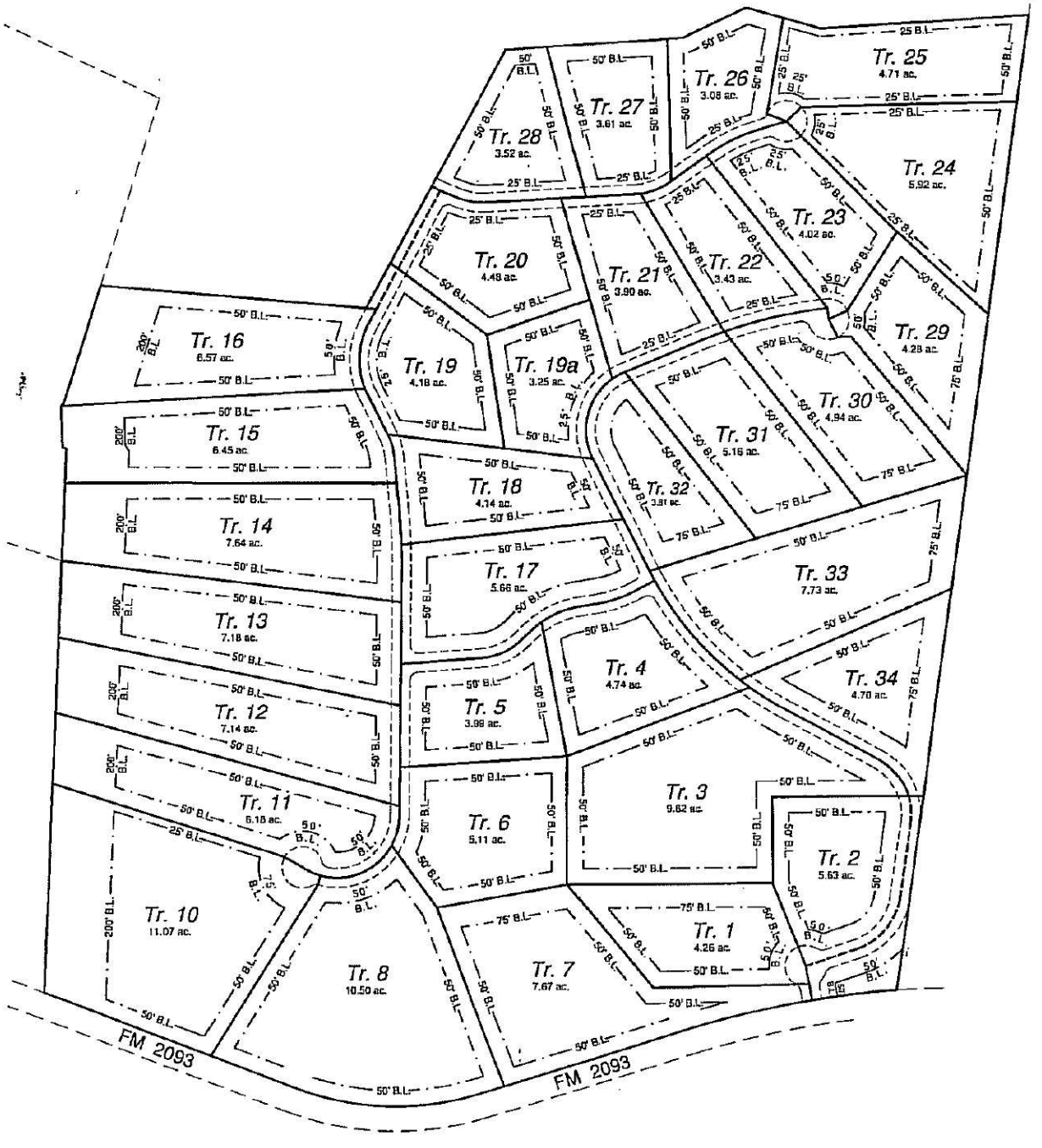
CAROLYN WEIDENFELLER
Notary Public, State of Texas
My Commission Expires
March 12, 2012

EXHIBIT "A"

EAGLES CREST

Building Setback Diagram

"B. L.": ROADWAY, SIDE, or REAR SETBACK



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County TEXAS

January 11, 2010 10:17:47 AM

FEE: $143.00 20100076

C:\...\emh\REAL ESTATE\restrictions

DCC 20102547
7 PGS

20100593

CEW VENTURES, LLC TO THE PUBLIC

FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLES CREST SUBDIVISION

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GILLESPIE §

WHEREAS, CEW VENTURES, LLC. has executed and filed that certain Declaration of Covenants, Conditions and Restrictions of Eagles Crest Subdivision (herein "Declaration") dated January 5, 2010, recorded under County Clerk's File No. 200906308 of the Official Public Records of Gillespie County, Texas; and

WHEREAS, CEW VENTURES, LLC is the Declarant as defined in the Declaration; and

WHEREAS, pursuant to ARTICLE XIII., AMENDMENT, "the Declarant and the Owners of at least fifty percent (50%) 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. The Declarant on the date of execution of this instrument is the owner of thirty-four (34) of the thirty-five (35) tracts of the Eagles Crest Subdivision; and

WHEREAS, the Declarant and the undersigned owners of Tracts in the Subdivision desire to amend the Declaration as is herein provided;

NOW, THEREFORE, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLES CREST SUBDIVISION are amended as follows:

AMENDMENT NO. 1

Paragraph (3) Building Materials. of Section 2. Residential Restrictions, of ARTICLE VIII., RESTRICTIVE COVENANTS, of the Declaration is declared a nullity and of no further force and

effect and in substitution for such paragraph (3) Building Materials., the Declaration shall be amended by the incorporation of the following as paragraph (3) Building Materials.:

(3) Building Materials.

a) All Single Family Dwellings and other Improvements shall be constructed of recognized standard construction quality. New construction materials (except stone or brick) shall be used in constructing any Single Family Dwelling or Improvement situated on a Tract.

b) The total exterior wall area of all Single Family Dwellings shall be composed of at least 80% masonry or masonry veneer ("masonry percentage"). The minimum masonry percentage for Single Family Dwellings and other Improvements shall apply to the aggregate area of all exterior walls but be exclusive of door, window and similar openings ("total exterior wall area"). "Masonry" or "masonry veneer" means stone, brick, stucco, or fiber cement siding; provided at least 50% of the total exterior wall area shall be stone or brick. Logs which were hewn prior to 1900 shall be considered masonry for purposes of satisfying the minimum requirements of masonry or masonry veneer.

c) All Structural Improvements, other than Single Family Dwellings, shall have exterior walls, exclusive of doors and windows, constructed entirely of masonry, masonry veneer or wood.

The amendment herein shall be effective from and after the date that it is duly filed in the Official Public Records of Gillespie County, Texas.

The amendment herein shall be a burden running with the land and be enforceable by and against the undersigned, its heirs, successors and assigns, and all Owners of Tracts in the Eagles Crest Subdivision.

In all other respects, the provisions of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLES CREST SUBDIVISION shall continue in full force and effect as written without change.

EXECUTED this the 10th day of June, 2010.

Signature Pages Follow

CEW VENTURES, LLC, a Texas limited liability company

By: _____
RONALD J. ENDRES, Manager

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 10th day of JUNE, 2010, by RONALD J. ENDRES, Manager of CEW VENTURES, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

CARROLL J. BRYLA
Notary Public, State of Texas
My Commission Expires
January 02, 2013

CEW VENTURES, LLC, a Texas limited liability company

By: Bryan W. Bierschwale
BRYAN W. BIERSCHWALE, Manager

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 10th day of JUNE, 2010, by BRYAN W. BIERSCHWALE, Manager of CEW VENTURES, LLC, a Texas limited liability company, on behalf of said limited liability company.

Carroll J. Bryla
Notary Public, State of Texas

CARROLL J. BRYLA
Notary Public, State of Texas
My Commission Expires
January 02, 2013

CEW VENTURES, LLC, a Texas limited liability company

By: _____
C. THOMAS CLOWE, JR., Manager

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 10th day of JUNE, 2010, by C. THOMAS CLOWE, JR., Manager of CEW VENTURES, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

CARROLL J. BRYLA
Notary Public, State of Texas
My Commission Expires
January 02, 2013

CONSENT BY HCSB

Pursuant to Article XIII. (c). of the Declaration, HCSB evidences its consent and approval to the First Amendment of Declaration of Covenants, Conditions and Restrictions of Eagles Crest Subdivision, by its signature hereto.

HCSB

By: C. Brett McDowell

Printed Name: C. Brett McDowell

Title: VP

STATE OF TEXAS §

COUNTY OF Kerr §

This instrument was acknowledged before me on this the 11 day of June, 2010, by C. Brett McDowell, Vice President of HCSB, on behalf of said bank.

HARRIET MARIE CRUTHIRDS
Notary Public, State of Texas
My Commission Expires
April 16, 2012

Harriet Marie Cruthirds

Notary Public, State of Texas

FTC

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County TEXAS

June 18, 2010 01:27:32 PM

FEE: $35.00 20102547

KC

CJB/mk/Real Estate/Miscellaneous

AF 20102653
2 PGS

CEW, LLC TO THE PUBLIC

SCRIVENER'S CORRECTION

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GILLESPIE §

That the First Amendment to the Declaration of Covenants, Conditions, and Restrictions of Eagles Crest Subdivision dated June 10, 2010, has been recorded under County Clerk's File No. 20102547, Official Public Records of Gillespie County, Texas. Whereas, in the first paragraph of the First Amendment, the recording information for the Declaration of Covenants, Conditions, and Restrictions of Eagles Crest Subdivision is recited as filed for record under County Clerk's File No. 200906308 of the Official Public Records of Gillespie County, Texas. Whereas, the correct recording information of the Declaration of Covenants, Conditions, and Restrictions of Eagles Crest Subdivision is County Clerk's File No. 20100076 of the Official Public Records of Gillespie County, Texas. Whereas, the undersigned prepared the First Amendment to the Declaration of Covenants, Conditions, and Restrictions of Eagles Crest Subdivision and executes and files this instrument for the purpose of correcting the clerical error in the recording information pertaining to the Declaration of Covenants, Conditions, and Restrictions of Eagles Crest Subdivision.

Signed the 22nd day of June, 2010.

Carroll J. Bryla
CARROLL J. BRYLA

THE STATE OF TEXAS §
COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this the 22nd day of June, 2010, by CARROLL J. BRYLA.

Elginia Hohmann
Notary Public, State of Texas

ELGINIA HOHMANN
Notary Public, State of Texas
My Commission Expires
July 24, 2010

B#5

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County TEXAS

June 28, 2010 11:21:36 AM

FEE: $15.00 20102653

TC

CJB/emh/REAL ESTATE/misc
200906308

A 20100080
6 PGS

COLLATERAL ASSIGNMENT

THIS ASSIGNMENT, made this 5th day of January, 2010, by CEW VENTURES, LLC, a Texas limited liability company, (herein called "the Assignor"), to HCSB, a state banking association, (herein called "the Assignee"),

WITNESSETH:

FOR VALUE RECEIVED, the Assignor hereby grants, transfers, and assigns to the Assignee, Assignee's successors and assigns, all of the Declarant privileges and rights ("Rights") under that certain Declaration dated Jan 5, 2010, and recorded in under Clerk's File No. 20100076 of the Official Public Records, Gillespie County, Texas ("Declaration") for the purpose of securing (a) payment of all sums now or at any time hereafter due the Assignee and secured by a certain Deed of Trust made by the for the benefit of Assignee dated September 10, 2008 and recorded under document file number 20085135, Official Public Records, Gillespie County, Texas, and securing payment of that one (1) certain promissory note (the "Note") of even date herewith from Assignor, in the principal amount of $1,875,000.00 and payable to the Assignee, or by any other mortgage or deed of trust in favor of the Assignee hereafter affecting the premises, (each of such mortgages or deeds of trust being hereafter referred to as "the Mortgage"); and (b) performance and discharge of each obligation, covenant and agreement of the Assignor contained herein or in the Mortgage or in the Note secured thereby.

THE ASSIGNEE AGREES that:

A. So long as there shall exist no default which has not been cured within the applicable grace periods, if any, provided for in the Note and Mortgage, the Assignor shall have the Rights to and may use and enjoy same.

B. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of the Mortgage without the recording of another Mortgage in favor of the Assignee this Assignment shall become and be void and of no effect.

C. Upon default under the Note and/or Mortgage Assignee may (but shall not be obligated to) exercise its right hereunder to succeed to the Rights, in whole or in part, including without limitation the right of participation in any of the Rights, by written notice to the Association, as defined in the Declaration. In the event Assignee, its successors or assigns, shall acquire fee simple ownership in one or more of the tracts and all or part of property, as described in the Mortgage ("Property"), whether by foreclosure, deed in lieu of foreclosure, or other conveyance or transfer by Declarant, Assignee, its successors or assigns, may elect to assume, in whole or in part, any of the privileges, exemptions, rights and duties of Assignor as Declarant under this Declaration.

D. If Assignee succeeds to the interest of Assignor in and to the Property or under the Declaration, as herein provided, the Rights shall continue in full force and effect and shall not be altered, terminated or disturbed. If Assignee shall succeed to the Rights, in whole or in part, as herein provided, and/or in and to the Property; provided, however, that Assignee shall not be:

(i) liable for any acts or omissions of any prior Declarant including, but not limited to, Assignor;

(ii) subject to any offsets, deductions or defenses which might arise out of acts or omissions of any prior landlord (including, but not limited to, Assignor); or

(iii) liable for any funds not actually transferred and paid over to Assignee; or

(iv) obligated nor liable for any act, omission or obligation of Declarant under the Declaration except only (i) the specific Rights to which Assignee succeeds as determined by Assignee, and (ii) the obligations and liabilities for only the period during which Assignee holds and exercises any such Rights; Assignee having the option at any time to terminate its successor to any of the Rights and/or to further assign the Rights to another person or entity; whereupon Assignee shall have no further obligations or liabilities regarding the Rights hereunder or the Declaration.

This Assignment shall inure to the benefit of the successors and assigns of the Assignee and shall bind the Assignor's successors and assigns.

All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed given when sent by registered mail addressed to the Assignor at the address furnished below, and to the Assignee at 1145 Junction Highway, Kerrville, Texas 78028, and that such addresses may be changed from time to time by either party by serving notice as above provided.

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment the day and year first above written.

Signature Pages Follow.

-ASSIGNOR-

CEW VENTURES, LLC, a Texas limited liability company

By: _____
RONALD J. ENDRES, Manager

ADDRESS OF ASSIGNOR:

3521 North Ridge
Waco, Texas 76710

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 5 day of January, 2010, by RONALD J. ENDRES, Manager of CEW VENTURES, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

CAROLYN WEIDENFELLER
Notary Public, State of Texas
My Commission Expires
March 12, 2012

CAROLYN WEIDENFELLER
Notary Public, State of Texas
My Commission Expires
March 12, 2012

-ASSIGNOR-

CEW VENTURES, LLC, a Texas limited liability company

By: _____
C. THOMAS CLOWE, JR., Manager

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 5th day of January, 2010, by C. THOMAS CLOWE, JR., Manager of CEW VENTURES, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

NINA L. WILLIAMS
Notary Public
STATE OF TEXAS
My Commission
Expires 07/22/2010

-ASSIGNOR-

CEW VENTURES, LLC, a Texas limited liability company

By: Bryan W. Bierschwale
BRYAN W. BIERSCHWALE, Manager

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this 5 day of January, 2010, by BRYAN W. BIERSCHWALE, Manager of CEW VENTURES, LLC, a Texas limited liability company, on behalf of said limited liability company.

CAROLYN WEIDENFELLER
Notary Public, State of Texas
My Commission Expires
March 12, 2012

Carolyn Weidenfeller
Notary Public, State of Texas

CAROLYN WEIDENFELLER
Notary Public, State of Texas
My Commission Expires
March 12, 2012

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County TEXAS

January 11, 2010 10:17:47 AM

FEE: $31.00

20100080

