EXHIBIT "_____"

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

NOW, THEREFORE, it is hereby declared that all of that certain real property being 10.001 acres of land, more or less, situated in Gillespie County, Texas, part of the S. B. Turner Survey No. 25, Abstract No. 693; said 10.001 acre tract of land is described by metes and bounds on Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as "Property" shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the land and shall be binding on all parties having a right, title or interest in or to the above described Property or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the benefit of each owner thereof, and any deed which may hereafter be executed in connection with said Property, or any part thereof, shall be conclusively held to have been executed, delivered and accepted subject to the terms and conditions contained herein, regardless of whether or not such terms and conditions are specifically set out in said deed.

## I.
## DEFINITIONS

1.01. "Owner" shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the above described Property, excluding however, those having any interest therein merely as security for the performance of an obligation.

## II.
## RESTRICTIONS

2.01 Not more than two (2) single-family dwellings may be erected on the Property. Four (4) guest houses and other related outbuildings such as barns, animals shelters, etc., may also be constructed.

2.02 Conventional slab on grade construction, mobile, modular and barndominium shall all be permitted. Mobile, modular and manufactured houses are allowed but must be of new construction or less than five (5) years old at the time of installation. All sides of any mobile home must be skirted to the ground within thirty (30) days of installation.

2.03 Up to four (4) guest houses or other improvements located on the Property may be used for short-term rentals, including but not limited to a bed and breakfast, Air B&B, Vacation Rental By Owner, etc. Short-term rental shall be defined as an improvement being rented by the public for consideration, and used for dwelling, lodging, or sleeping purposes for any period less than thirty (30) days. Additionally, a principal dwelling on the Property may be used as a short-term rental, but in no event may the principal dwelling be occupied as a short-term rental for more than 182 non-consecutive days per year. A guest house is allowed to be built before the primary home, but if a guest house is constructed first, the primary home must be completed within 24 months of beginning construction on the guest home.

2.04 The exterior of any building shall be completed not later than twenty-four (24) months after the commencement of construction.

2.05 A residence or dwelling shall not be occupied until the exterior thereof shall be completely finished and plumbing is connected to a septic system or other water disposal system which has been approved by Gillespie County and/or State of Texas Health Department and/or other governing body regulating wells

and septic systems. Septic systems must meet the minimum building setbacks from property lines and be over the minimum distance from a water well per state regulations.

2.06 Farm and ranch equipment, trailers, recreational vehicles, boats and UTV/ATV equipment must be stored at least 100 feet (100') from all Property boundary lines.

2.07 Barns, stables, pens, fences and other similar improvements may be made or erected on Property prior to construction of the principal dwelling.

2.08 No structure shall be erected on Property nearer than one hundred twenty-five feet (125') from the front, or seventy-five feet (75') side or rear property line. Any existing structures within the setback lines of this Paragraph 2.08 are hereby approved and shall not be considered to be in violation of this provision or these Covenants, Conditions or Restrictions. Any structures built after the effective date of this document must abide by the setback lines.

2.09 No industrial pursuit or enterprise shall be permitted to be conducted on Property. Industrial pursuit or enterprise shall mean engaging in the manufacture or assembly of goods or processing of raw materials unserviceable in their natural state for sale or distribution to third parties (other than a cottage industry by an artisan, i.e. artist, painter, photographer, wood, metal or glass sculptor or fabricator) and shall be inclusive of, but not exclusive of: Gas stations, auto painting and repair; heavy machinery operation or storage; welding or machine shop or machining business; concrete products manufacture. Additionally, there shall be no commercial dog kennels or dog boarding on Property, and the number of dogs permitted on Property shall not exceed five (5). Selling of deer or wildlife hunts is strictly prohibited including leasing land for hunting, day hunts, or trapping and selling deer off the property.

2.10 Abandoned or inoperative equipment, vehicles or junk shall not be permitted, placed or stored on the Property.

2.11 Swine shall not be kept on the Property with the exception of 4-H or FFA projects. Other livestock, pets and poultry shall be permitted provided said livestock is kept within the boundaries of said Property at all times, and provided they are not offensive to adjacent landowners by smell, sight, sound or otherwise and do not result in overgrazing. There shall not be any commercial feeding operations or commercial breeding of animals conducted on the Property. Agricultural animals used for grazing said property while simultaneously raising young (i.e. cow/calf operation) shall not be considered commercial breeding of animals.

2.12 No toxic waste dumping or burying or disposal of any kind shall be allowed that would pollute any stream or body of water, or adversely affect the natural beauty and value of the Property. Garbage or refuse shall not be disposed of or buried on the Property.

2.13 All perimeter fences or interior fences erected on the Property shall be of new material and professional in appearance, and completed in a good and workmanlike manner regarding quality and appearance. This rule does note apply to existing fences on the property.

2.14 Personal safety of owners and owners of neighboring property shall be of prime consideration. Subleasing for hunting is specifically forbidden, and there shall be no commercial hunting on the Property. All hunting shall be for recreational purposes only. Hunting with center-fire rifles is allowed on the Property. Archery hunting and turkey and migratory bird hunting with shotguns shall be permitted on the Property. All hunting must be done in compliance with the rules and regulations of Texas Parks and Wildlife Department.

2.15 The undersigned reserves unto itself and/or its assigns, an easement for utility purposes, twenty feet (20') wide on each side of Property boundary lines and public roadways and thirty feet (30') along the entire perimeter (boundary) of the herein described property for the installation and maintenance of electric, telephone and other utility lines and easements for anchor guy combinations wherever necessary, and reserves the right to trim trees which at any time interfere or threaten to interfere with the maintenance of such lines, with the right of ingress to and egress from and across said premises for employees of utility companies owning said lines. Permission for electric line guy wires that exceed the 20' or 30' width along boundaries may not be withheld.

2.16 No cellular tower, wind turbine or other type of commercial tower or antennae shall be erected or placed upon the Property. Residential towers to provide internet and phone service shall be permitted on the Property, but in no event shall a tower be greater than thirty-five feet (35') in height. Any solar panels located on the Property must be installed on the roof of any improvements, and panels must maintain the pitch of the existing roof.

2.17 If the Owner wishes to fence the Property they have the right, but they will be responsible for maintaining the agricultural or wildlife exemption on the Property themselves.

## III.
## GENERAL PROVISIONS

3.01 ENFORCEMENT. 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 any Owner to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default.

3.02. PARTIAL INVALIDITY. Invalidation of any one of the covenants or restrictions, contained herein, by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

3.03. TERM. The covenants, conditions and restrictions of this instrument shall run with and bind the land and shall inure to the benefit of, and shall be effective until December 31, 2053, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless amended as provided herein. No amendment shall be effective until duly recorded in the Real Property Records of Gillespie County, Texas, nor until the approval of any governmental regulatory body, which may be then required, shall have been obtained.

3.04 AMENDMENT. 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 judgement. Said amendment shall be effective upon filing of the instrument containing such amendment in the office of the County Clerk of Gillespie County, Texas.

3.05 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 the Property 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 the

Property, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Failure 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.

As additional consideration for purchasing a Lot and/or owning a portion of the Property, Owners hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Declarant from any and all liability, claims, demands, action and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Owner, or to any Lot, whether caused by Declarant, or otherwise. Declarant hereby makes no representations or warranties regarding any taxing authorities, valuations or exemptions that may be in place as of the date of filing. Furthermore, Declarant shall have no liability to maintain any exemptions from appraised property values used in determine local property taxes.

EXECUTED this _____ day of _____, 2023.

[SIGNATURES TO FOLLOW ON NEXT PAGES]

DECLARANT:

HSW LAND, LLC,
a Texas series limited liability company

By: _____
JESS COLLIN WOOD, Manager

THE STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on this the _____ day of _____, 2023, by JESS COLLIN WOOD, Manager of HSW LAND, LLC, a Texas series limited liability company.

_____
Notary Public in and for the State of Texas