DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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

WHEREAS, CONMAR PARTNERS, LP, is the owner of that 134.503 acres of land, more or less, situated in Gillespie County, Texas, part of the Fritz Langbein Survey No. 672, Abstract No. 1774 and the A. Bottcher Survey No. 67, Abstract No. 60, Gillespie County, Texas, an unplatted Subdivision, known as "Hill Top Oaks II," and being more fully described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all pertinent purposes;

WHEREAS, CONMAR PARTNERS, LP will convey the above-described lands subject to certain protective covenants, reservations, conditions, restrictions and charges as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that all of the Property shall be owned, held, sold, transferred and conveyed subject to all of the terms and provisions set forth below which are for the purpose of protecting the value and desirability of, and which shall run with, said Property 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, any contract or deed which may hereafter be executed in connection with said tract or tracts or any part thereof shall be conclusively held to have been executed, delivered and accepted subject to the terms and conditions contained in this instrument, regardless of whether or not such terms and conditions are specifically set out in said contract or deed.

I.

DEFINITIONS

1.01. OWNER shall refer to the record owner, whether one or more persons or entity, 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.

1.02. TRACT shall refer to any portion of the land as owned by any Owner.

1.03. DEVELOPER as used in these restrictions shall refer to CONMAR PARTNERS, LP, its heirs, successors or assigns.

1.04. PROPERTY shall mean and refer to that certain real property hereinbefore described as 134.503 acres of land, more or less, situated in Gillespie County, Texas, part of the Fritz Langbein Survey No. 672, Abstract No. 1774 and the A. Bottcher Survey No. 67, Abstract No. 60, Gillespie County, Texas, an unplatted Subdivision, known as "Hill Top Oaks II", and being more fully described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all pertinent purposes.

1.05 PRIVATE ROADWAY EASEMENTS shall mean and refer to the easements to be conveyed for the ingress, egress and regress to the Property, which easements are more particularly described by metes and bounds in Exhibit "B", Exhibit "C" and Exhibit "D" attached hereto and incorporated herein by reference.

II.

BUILDING RESTRICTIONS

2.01. No more than one single-family dwelling, containing not less than 1,800 square feet of living area which is heated and air conditioned, exclusive of open porches, breezeways, carports and garages, shall be erected or maintained on a Tract, provided a single-family dwelling constructed on a tract prior to January 1, 2007 is excluded and exempted from this restriction. An Owner may also construct one or more guest homes and other related improvements on a tract, so long as such improvements are for the personal use of the Owner and guests or invitees of the Owner.

2.02. The exterior of any building shall be completed not later than fifteen (15) months after laying the foundation for such building.

2.03. Premanufactured, modular and industrial built homes, doublewide, singlewide mobile homes and/or trailer houses are prohibited. No recreational vehicles, travel trailers, or other temporary structures shall be used as a residence on any tract except that a recreational vehicle or travel trailer may be occupied while the residence is under construction.

2.04. No residence or other permanent structure (other than fencing and entranceways) shall be constructed, erected or placed nearer than 50 feet from the side or rear property line of the tract and no closer than 75 feet from the front property line.

2.05. In the event an Owner shall own title to two or more tracts which have a common boundary line, the building setback restrictions provided herein shall not apply to the common property line of the abutting tracts. Solely for purposes of determination of building setbacks, the tracts shall be treated as if they constituted a single tract of land and there shall be no building setback as to the common boundary line so long as the tracts which share a common boundary line are owned by the same Owner.

III.

USE RESTRICTIONS

3.01. Developer, in Developer's discretion, may subdivide the Property into Tracts. A tract may be subdivided into two tracts by a non Developer Owner provided the two resultant tracts each exceed ten (10) acres in size and the resubdivision complies with all county regulations and ordinances.

3.02. Harvesting and taking (hunting) wildlife by Owners, their guests and invitees is permitted. Leasing or other receipt of compensation for harvesting and taking (hunting) wildlife is prohibited.

3.03. Abandoned or inoperative equipment, vehicles or junk shall not be permitted or stored on any tract or any portion of any ingress or egress easement.

3.04. Tracts shall not be used for any commercial purposes, except permanent agricultural crops including vineyards, fruit trees, pecan groves, permanent grass (hay meadows or grazing pastures), and livestock production. No industrial pursuit or enterprise shall be permitted to be conducted on any tract. 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:

Auto painting and repair, heavy machinery operation or storage; welding or machine shop or machining business; concrete products manufacture.

"Bed and Breakfast", which is known as tourist lodging services within rooms of the principal residence

or separate guest house situated on the tract, shall be permitted. Only one Unit used as a "Bed and Breakfast" within the principal residence shall be permitted. Only one unit used as a "Bed and Breakfast" within a guest house shall be permitted.

3.05. Swine shall not be kept on any tract other than in connection with a sanctioned 4-H or FFA livestock project. Other livestock, pets and poultry shall be permitted provided said livestock, pets or poultry are kept within the boundaries of a tract at all times, and they are not offensive to adjacent landowners by smell, sound, or otherwise. There shall not be any commercial feeding operations conducted thereon.

3.06. Surface mining (including, but not limited to stone, gravel, sand, caliche), or exploration of any type which will damage the surface is prohibited. Road material, including gravel or caliche, used to construct roads on the property may be removed and utilized, after which the removal site shall be restored as much as possible to its original condition. Notwithstanding the foregoing: (a) exploration of water, and the use thereof, is permitted; and (b) excavation for, and installment of, a septic system is permitted.

3.07. No cellular tower or other type of commercial tower shall be erected or placed upon the property.

3.08. Noxious or offensive activities shall not be permitted on any tract. Owners are to keep their tract clean and neat in appearance and free of litter at all times, including the occasional mowing of grass and weeds which shall enhance the beauty of the tract and act as a fire protection measure. Garbage or refuse shall not be disposed of or buried on any tract.

3.09. The Owner of a tract shall 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, and shall be constructed and designed to restrain livestock. Until such time as Owner completes the construction of the required fence, Owner agrees that Developer, Developer's agents or lessees may graze livestock upon the tract purchased by Owner without compensation or lease payment to Owner. Upon completion of the construction of the required fence, all privileges to continue the grazing of livestock by Developer, Developer's agents or lessees shall terminate and immediately cease.

IV.

UTILITY EASEMENTS

4.01. Developer reserves unto itself and/or its assigns, an easement for underground and aerial utility purposes ten (10) feet in width upon that portion of the Property which is adjacent to and abutting the private roadway easements, and within the roadway easements, for the installation and maintenance of underground, and aerial, electric, telephone, and other utility lines with the right of ingress to and egress from and across said Property to employees of utilities owning said lines.

V.

ROADWAY EASEMENTS AND MAINTENANCE

5.01. THE ROADWAY ACCESSING THE PROPERTY IS A PRIVATE EASEMENT ROAD IN AN UNPLATTED SUBDIVISION OF GILLESPIE COUNTY, TEXAS. THE ROADWAY SHALL BE PRIVATELY MAINTAINED BY THE OWNERS OF TRACTS OUT OF THE PROPERTY. GILLESPIE COUNTY, TEXAS SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE ROADWAY. THE ROADWAY WILL BE MAINTAINED AND REPAIRED BY MAINTENANCE ASSESSMENTS WHICH ARE COLLECTED FROM OWNERS OF TRACTS OUT OF THE PROPERTY. BY ACCEPTANCE OF A DEED TO A TRACT OUT OF THE PROPERTY, EACH OWNER OF SUCH

TRACT COVENANTS AND AGREES TO WAIVE ANY RIGHT SUCH OWNER MAY HAVE TO DEMAND OR COMPEL THE MAINTENANCE OR REPAIR OF THE ROADWAYS OUT OF THE PROPERTY BY GILLESPIE COUNTY, TEXAS AND IS ESTOPPED FROM DOING SO.

VI.

MISCELLANEOUS

6.01. These restrictive covenants shall be binding upon and inure to the benefit of all parties claiming under Developer until December 31, 2021, at which time said restrictive covenants shall be automatically extended without further notice for successive periods of ten (10) years until such time that the owners of 75% of the acreage contained within the Property shall execute an instrument waiving or amending the restrictive covenants. A Tract owner shall be the record owner of legal title as shown by the real property records of Gillespie County, Texas. Any amendments shall be in writing and shall not be effective until duly recorded. A copy of the amendments as recorded shall be forwarded to the last known address of all Tract owners.

6.02. Developer shall have and hereby reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend these restrictive covenants by an instrument in writing duly signed and acknowledged by Developer only, filed for record in the office of the County Clerk of Gillespie County, Texas, for the purpose of correcting any typographical or grammatical error or any ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit or enhancement of the overall development as determined by Developer. Amendments shall be effective upon filing the amended restrictions with the County Clerk of Gillespie County, Texas.

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

6.04. Developer and every other person, firm or corporation hereinafter having any right, title or interest in any Tract in the Property shall have the right to enforce, by any proceeding at law or in equity, all restrictive covenants by injunction or other lawful procedure and to recover any damages resulting from such violations. Damages for the purpose of this paragraph shall include court costs and necessary attorney fees.

EXECUTED this _____ day of _____, 2006.

CONMAR PARTNERS, LP

By: CONMAR, LLC, its General Partner

By:_____
RONALD J. ENDRES, Member and Manager

By:_____
C. THOMAS CLOWE, JR., a/k/a C. T. CLOWE, JR., Member

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this _____ day of _____, 2006, by RONALD J. ENDRES, Member and Manager of CONMAR, LLC, General Partner of CONMAR PARTNERS, LP, a Texas Limited Partnership, on behalf of said partnership.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this _____ day of _____, 2006, by C. THOMAS CLOWE, JR., a/k/a C. T. CLOWE, JR., Member of CONMAR, LLC, General Partner of CONMAR PARTNERS, LP, a Texas Limited Partnership, on behalf of said partnership.

_____
Notary Public, State of Texas

CLOWRON PARTNERS, LTD. AND CONMAR PARTNERS, LP TO THE PUBLIC

DECLARATION OF MAINTENANCE AGREEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GILLESPIE §

THAT, CLOWRON PARTNERS, LTD., a Texas Limited Partnership, the owner of that certain 175.534 acre tract of land being 79.449 acres out of the Fritz Langebein Survey No. 672, Abstract No. 774, 80.174 acres out of the Esquibel Survey No. 868, Abstract No. 1421 and 15.91 acres out of the A. Bottcher Survey No. 57, Abstract No. 60, all in Gillespie County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and CONMAR PARTNERS, LP, a Texas Limited Partnership, the owner of that certain 134.503 acre tract of land being 83.683 acres out of the Fritz Langebein Survey No. 672, Abstract No. 774, and 50.820 acres out of the A. Bottcher Survey No. 67, Abstract No. 60, Gillespie County, Texas, and being more particularly described in Exhibit "B" attached hereto and incorporated herein by reference, collectively herein the "Property", and, as such, desiring to create and carry out a uniform plan for the maintenance of a roadway to provide ingress, egress and regress to the tracts of the Property, does hereby adopt and establish the following covenants and conditions ("Maintenance Covenants") to run with the land and to apply in the use, occupancy, and conveyance of Property, which covenants and conditions 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 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 covenants (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I.

DEFINITIONS

"Declarant" shall mean and refer to CLOWRON PARTNERS, LTD. and CONMAR PARTNERS, LP, their 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.

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

"Property" shall mean and refer to that certain real property hereinbefore described as that certain 175.534 acre tract of land being 79.449 acres out of the Fritz Langebein Survey No. 672, Abstract No. 774, 80.174 acres out of the Esquibel Survey No. 868, Abstract No. 1421 and 15.91 acres out of the A. Bottcher Survey No. 57, Abstract No. 60, all in Gillespie County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and that certain 134.503 acre tract of land being 83.683 acres out of the Fritz Langebein Survey No. 672, Abstract No. 774, and 50.820 acres out of the A. Bottcher Survey No. 67, Abstract No. 60, Gillespie County, Texas, and being more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.

"Tract" shall mean any subdivision of the Property which is in compliance with the Subdivision Regulations of Gillespie County, Texas adopted August 25, 2003, and any amendments thereto. Clowron Partners, Ltd. intends to originally subdivide the 175.534 acre tract of land into five (5) tracts and Conmar Partners, LP intends to originally subdivide the 134.503 acre tract of land into five (5) tracts.

ARTICLE II.

ROADWAY EASEMENTS

Attached hereto as Exhibit "C" is a description of a forty (40) foot wide roadway providing access to the Tracts within the Property, attached hereto as Exhibit "D" is a centerline description of a forty (40) foot wide roadway providing access to the Tracts within the Property, and attached hereto as Exhibit "E" is a description of a sixty (60) foot wide roadway providing access to the Tracts within the Property. Declarant hereby assigns a perpetual, non-exclusive ingress, egress and regress easement, over, across and upon the roadway for the uninterrupted access to and from the Tracts for the use and benefit of the Owners, their heirs, successors, assigns, and their agents, invitees, guests and permitees. The easement shall be appurtenant to each and every Tract within the Property.

ALL ROADWAYS OF THE PROPERTY, AN UNPLATTED SUBDIVISION IN GILLESPIE COUNTY, TEXAS, (THE "SUBDIVISION") SHALL BE PRIVATELY MAINTAINED BY THE OWNERS OF TRACTS IN THE SUBDIVISION. GILLESPIE COUNTY, TEXAS SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE ROADWAY. THE ROADWAY WITHIN THE SUBDIVISION WILL BE MAINTAINED AND REPAIRED BY MAINTENANCE ASSESSMENTS WHICH ARE COLLECTED FROM OWNERS OF TRACTS WITHIN THE SUBDIVISION. BY ACCEPTANCE OF A DEED TO A TRACT WITHIN THE SUBDIVISION, EACH OWNER OF SUCH TRACT COVENANTS AND AGREES TO WAIVE ANY RIGHT SUCH OWNER MAY HAVE TO DEMAND OR COMPEL THE MAINTENANCE OR REPAIR OF THE ROADWAYS OF THE SUBDIVISION BY GILLESPIE COUNTY, TEXAS AND IS ESTOPPED FROM DOING SO.

ARTICLE III.

MAINTENANCE AGREEMENT

Each owner, by acceptance of a Deed, whether or not it shall be so expressed in such Deed, agrees to pay a prorata share of all assessments which may be made for the purpose of maintaining, repairing and replacing the road and repairing, maintaining and replacing the electronically controlled access gate. These expenses (herein "maintenance expenses") may include, but shall not be limited to, the reconstruction, repair, maintenance, upkeep or replacement of (1) the roadway, shoulders and culverts to the condition in which it existed on December 1, 2006, (2) the security gate, entry, solar panels and appurtenances thereto, (3) the costs of professional and other outside services, labor, equipment, and materials necessary to carry out the purpose as set out herein.

Each owner shall be obligated to pay, and agrees to pay, a prorata portion of the maintenance expenses. The proportionate share which shall be due by each Owner shall be determined by multiplying the assessment fraction (the numerator is the number of tracts owned by an Owner of the Property and the denominator is the total number of Tracts in the Property) by the amount expended or proposed to be expended, for maintenance expenses.

At anytime an Owner shall propose the expenditure of funds for maintenance expenses, notice shall be given to each owner in writing at their mailing address for receipt of tax statements from the County of Gillespie, Texas, thirty (30) days prior to the proposed date of the meeting to consider proposed maintenance expenses, together with a notification of the place of meeting which shall be in Gillespie County, Texas. A quorum for the purpose of approving a proposal for maintenance expense expenditure shall be the attendance of Owners owning at least 50% of the Tracts within the Property. Approval by Owners representing more than 50% of the Tracts in attendance at a quorum shall be required for the approval of an assessment for the maintenance expenses. The Owners present at a called meeting who have approved the maintenance expense expenditure shall designate an Owner who will contract for the improvements which have been proposed and who will receive from each Owner their maintenance assessment. Any Owner who shall fail to deliver their maintenance assessment to the designated Owner, within thirty (30) days of the date of receipt of notice of assessment, shall be in default. In the event any Owner shall advance the amount which is due by the defaulting Owner for the payment of the Owner's assessment, the advancing Owner shall be entitled to recover from the defaulting Owner the amount in default, interest at the rate of 10.00% per annum from and after the date that the defaulted amount is advanced by the advancing Owner, together with court costs and reasonable and necessary attorney's fees incurred in collection. The assessments, together with interest, court costs and reasonable and necessary attorney's fees shall be a charge on the defaulting Owner's Tract and shall be secured by a continuing lien upon the Tract provided a notice of lien has been filed in the Official Public Records, Gillespie County, Texas. The inception date of the lien shall be the date of its filing. The lien to secure the payment of maintenance assessments shall be subordinate to the lien of any home equity, purchase money or improvement lien made upon the tract. The validity, enforcement, and

priority of the lien shall be subject to the filing of a notice of default in the payment of maintenance assessments in the Official Public Records of Gillespie County, Texas.

ARTICLE IV.

TERM

The covenants and conditions 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, 2037, at which time said covenants and conditions shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by Owners owning at least eighty percent (80%) of the Tracts in the Property has been recorded agreeing to terminate said covenants and conditions in whole or in part.

ARTICLE V.

ENFORCEMENT

Section 1. Right of Enforcement. Declarant, its successors or assigns, or any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, restrictions, and conditions of this Declaration. Failure of Declarant or 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.

ARTICLE VI.

PARTIAL INVALIDITY

The invalidation of any of the terms, provisions, covenants, restrictions, or conditions 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, restrictions, or conditions hereof, which shall remain in full force and effect.

ARTICLE VII.

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 their respective mortgagee's, if any) of at least seventy-five percent (75%) of the acreage in the Property 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 mortgagee's, if any) of at least eighty percent (80%) of the

Tracts in the Property may amend this Declaration 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, as long as Declarant retains an ownership interest in the property, 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. Said amendment shall be effective upon filing of the instrument containing such amendment in the office of the County Clerk of Gillespie County, Texas.

ARTICLE VIII.

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.

EXECUTED by said Declarant, this _____ day of _____, 2006.

CLOWRON PARTNERS, LTD.

By: CONMAR, LLC, its General Partner

By:_____
RONALD J. ENDRES, Member and Manager

By:_____
C. THOMAS CLOWE, JR., a/k/a C. T. CLOWE, JR., Member

CONMAR PARTNERS, LP

By: CONMAR, LLC, its General Partner

By:_____
RONALD J. ENDRES, Member and Manager

By:_____
C. THOMAS CLOWE, JR., a/k/a C. T. CLOWE, JR., Member

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this _____ day of _____, 2006, by RONALD J. ENDRES, Member and Manager of CONMAR, LLC, General Partner of CLOWRON PARTNERS, LTD., a Texas Limited Partnership, on behalf of said partnership.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this _____ day of _____, 2006, by C. THOMAS CLOWE, JR., a/k/a C. T. CLOWE, JR., Member of CONMAR, LLC, General Partner of CLOWRON PARTNERS, LTD., a Texas Limited Partnership, on behalf of said partnership.

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Notary Public, State of Texas

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Notary Public, State of Texas

THE STATE OF TEXAS §

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Notary Public, State of Texas