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Company, Abstract No. 609; being more particularly described in **Exhibit "A"** attached hereto and incorporated herein for all purposes.

"Tract" shall mean any subdivision of the Property resulting in parcels out of the Property.

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 (the "added 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, obligations, utility and roadway easements set forth herein shall apply to and inure to the benefit of 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;

(d) A conveyance of an access easement over the roadway or roadways; and

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

ARTICLE III.

ROADWAY EASEMENTS

3.01 Attached hereto as **Exhibit "B", Exhibit "C" and Exhibit "D"** and incorporated herein is a centerline description of a sixty (60) foot wide tract of land ("roadway tract").

3.02. Declarant will construct the streets and roads over the roadway tract 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 the added 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.

3.03 THE ROADWAY CONSTRUCTED UPON THE ROADWAY TRACT WILL BE MAINTAINED AND REPAIRED BY MAINTENANCE ASSESSMENTS WHICH ARE COLLECTED FROM OWNERS OF TRACTS WITHIN THE PROPERTY.

3.04 ALL ROADWAYS PROVIDING ACCESS TO THE SCENIC OAKS DEVELOPMENT AND SCENIC OAKS SOUTH DEVELOPMENT, 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 FOR ACCESS TO 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.

3.05 Each Owner agrees that no Owner may impede, block, obstruct or otherwise interfere with the use of the roadway easement by any other Owner.

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ARTICLE IV.

MAINTENANCE AGREEMENT

4.01 Each Owner agrees to pay all assessments which may be made on their respective Tract for the purpose of maintaining, repairing and replacing a roadway upon the roadway tract. These expenses (herein "maintenance expenses") may include, but shall not be limited to, (1) the reconstruction, repair, maintenance, upkeep or replacement of the roadway, shoulders, drainage ditches, proposed concrete slab and culverts as an all-weather roadway, and (2) the costs of professional and other outside services, labor, equipment, and materials necessary to carry out the purpose as set out herein.

4.02 Beginning January 1, 2021, the Owner of each Tract of land out of the Property shall pay to the Managing Owner $300.00 per year (the annual maintenance assessment) without deductions, set off or prior demand, as its contribution to costs and expenses for the repair, maintenance, restoration and improvement of the roadway.

4.03 If any of the Tracts are divided by an Owner of a Tract, the maintenance assessment shall be a charge upon each of the resulting tracts after the division.

4.04 In the event the Managing Owner has obtained proposals and bids for repair, maintenance and improvement of the roadway which will exceed the annual maintenance assessments (extraordinary maintenance expense), notice shall be given to each owner in writing at their mailing address for receipt of tax statements from the Gillespie Central Appraisal District, fifteen (15) days prior to the proposed date of a meeting to consider proposed extraordinary 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 an extraordinary maintenance expense expenditure shall be the attendance of Owners, or their agents acting by written proxy, owning at least 50% of the acreage within the Property. Approval by Owners, or their agents acting by written proxy, representing more than 50% of the acreage in the Property in attendance at a quorum shall be required for the approval of an extraordinary maintenance assessment.

4.05 Any Owner who shall fail to deliver their annual maintenance assessment or their extraordinary maintenance assessment to the Managing 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 defaulting Owner's maintenance 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 maintenance 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.

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restrictions, 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 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 (the headings being employed for convenience only and not to be controlling over content).

ARTICLE I.
DEFINITIONS

"Declarants" shall mean and refer to DALE A. CRENWELGE and STEWART DAVIS and wife, HEATHER DAVIS, their heirs, successors and assigns.

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

"Owner" shall mean and refer to the record owner (including Declarants), 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.

"Property" shall mean and refer to that certain real property hereinbefore described as the Crenwelge Tract and the Davis Tract.

"Tract" shall mean and refer to any plot of land which is out of the Property.

ARTICLE II.
RESTRICTIVE COVENANTS

The Declarants hereby declare 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 Declarants and all Owners, and their respective heirs, successors and assigns, and which shall inure to the benefit of Declarants and each Owner of any part of the Property, and their respective heirs, successors and assigns.

Section 1. Restrictions

1. Recreation vehicles, travel trailers, buses, mobile homes and/or industrial homes shall not be used as a permanent dwelling on the property. For purposes of this section, mobile home is defined as a factory built home that was not built to conform with the HUD construction standards established in June 15, 1976. Manufactured homes and permitted mobile homes shall be skirted.

2. Any new fences erected on the Property shall be of new material and erected in accordance with professional fence building standards regarding quality and appearance.

3. All existing fences that abut the Crenwelge tract and all fences abutting Zenner Ahrens Road shall be maintained and repaired in manner that will retain livestock. The cost of repairs and maintenance shall be borne by the party retaining livestock. If neither or both parties own livestock, these costs shall be borne equally. When sharing costs, both parties shall approve the contractor and repairs before any work is done.

4. The property shall be regularly cleared of litter. Any concerns in this regard must be communicated to the offending party and resolved within four weeks

5. Any newly constructed buildings are to be used for single family residential purposes only. The property cannot be used for any commercial purpose. For purposes of this section, livestock grazing, operation of a bed and breakfast or a home based business does not constitute a commercial purpose and is expressly allowed. This provision expires 15 years from the execution of this Declaration.

6. No commercial feedlots are allowed on the property. The raising of farm animals for personal use and consumption is expressly allowed under this section.

7. Abandoned or inoperative equipment, vehicles or junk shall not be stored or maintained on the property in view of Zenner Ahrens Road. A vehicle or piece of equipment is considered inoperative under this section when is impossible or illegal to operate such without major repairs for a period of four consecutive months.

8. No commercial firing range shall be conducted or operated on the property. Discharge of firearms while engaged in hunting activities, eradicating predators, occasional target shooting or while sighting in firearms is allowed. Other continuous discharge of firearms is prohibited.

9. Temporary parking of automotive vehicles along the Zenner Ahrens Road is permitted, parking automotive vehicles along the Zenner Ahrens Road for periods exceeding seven (7) consecutive days is prohibited.

10. Nothing in these restrictions shall obligate the owner, it's successors or assigns to clean up issues existing on the property on September 1, 2015. Existing issues include but are not limited to the remains of a burned down house, deteriorated outbuildings, deteriorated trailers and deteriorated wood fencing.

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ARTICLE III.
TERM

The covenants 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, 2036, 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 more than 50% of the acreage in the Tracts has been recorded agreeing to terminate said covenants and restrictions in whole or in part.

ARTICLE IV.
ENFORCEMENT

Declarants, their heirs, 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 Declarants 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. Declarants, for themselves, their heirs, successors or assigns, reserve the right to enforce this Declaration, though Declarants may have previously sold and conveyed all Tracts controlled hereby. The reservation by Declarants of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarants shall not 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.

ARTICLE V.
PARTIAL INVALIDITY

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 VI.
AMENDMENT

(a) The Owners (but expressly excluding their respective mortgagee's, if any) of at least eighty percent (80%) 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.

areas, utility installations, driveways, and any exterior additions including any changes or alterations thereto.

"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.

"Property" shall mean and refer to that certain real property hereinbefore described as that certain unplatted subdivision known as SCENIC OAKS SOUTH DEVELOPMENT (hereinafter referred to as the "Subdivision"), situated in Gillespie County, Texas, comprising approximately 149.20 acre tract of land situated in Gillespie County, Texas, and being a part of Survey No. 102 C. Schreiner, Abstract No. 1262; Survey No. 177 G.B. & C.N.G.R.R. Co., Abstract No. 775; Survey No. 2 C. Schreiner, Abstract No. 1745; and Survey No. 101 Rusk Transportation Company, Abstract No. 609; being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference.

"Tract" shall mean any subdivision of the Property resulting in parcels out of the Property.

ARTICLE II.

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.

Section 1. Building Restrictions

(1) Not more than one single-family dwelling may be erected on any Tract. In addition, Servant's quarters, one (1) guest house, one (1) B & B (Bed and Breakfast), or VRBO Unit (Vacation Rental by Owner), and related outbuildings, barns, stables, pens, fences and other similar improvements may be constructed or erected on a Tract.

(2) Single-family dwellings shall contain a minimum of 1000 square feet of living area. For purposes of this restriction the term "living area" shall mean that area of a dwelling which is heated and cooled, exclusive of porches, breezeways, carports, garages or basements.

(2a) B & B, VRBO Units and Guest houses shall contain a minimum of 1000 square feet of living area. For purposes of this restriction the term "living area" shall mean that area of a dwelling which is heated and cooled, exclusive of porches, breezeways, carports, garages or

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basements.

(3) The exterior of the dwelling, servant's quarters, B & B, VRBO Units and guesthouses ("buildings") shall be constructed of rock, stone, stucco, brick and/or masonry constituting 50% of the exposed exterior of the buildings. The exposed exterior shall exclude area occupied by windows and doors.

(4) 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.

(5) Recreational vehicles, travel trailers, buses, mobile homes, modular homes, and/or manufactured homes shall not be used as a dwelling (permanent or temporary) on any tract. All boats, tractors, golf carts and ATV's, motorcycles, and other similar types of vehicles, recreational vehicles and travel trailers may be stored on a Tract provided they are not visible to the public view.

(6) All perimeter fences erected on any Tract shall be of new material and erected in accordance with professional fence building standards regarding quality and appearance. No chain link fence shall be permitted.

(7) All utility lines installed after August 1, 2020, including but not limited to electrical, telephone, fiber optic and cable shall be installed and maintained underground.

Section 2. Setback Requirements

(1) a) Entrance and other gates, fences, roadways, wells, well houses, septic systems and buried or overhead electric, telephone and other buried utility lines or buried fiber optic cable, shall not be installed, erected or maintained within 30 feet from the centerline of the Roadways that abut any tract (the centerline of the Roadways are described in **Exhibits "B" and "C"**), b) other improvements shall not be stored, placed or erected nearer than 75 feet from any side boundary of a Tract or within 250 feet from the centerline of the Roadways that abut any tract (the centerline of the Roadways are described in **Exhibits "B" and "C"**).

(2) In the event any Owner shall own two tracts that abut each other, the abutting boundary line shall not be subject to the setback restrictions.

(3) Notwithstanding anything to the contrary herein, any boundary of a Tract that does not abut other land in the Property, is not subject to this setback restriction.

(4) Upon submission of a written request to the Declarant, the Declarant may, from time to time in its sole discretion, permit Owners to construct, erect or install Improvements which are in variance with the setback requirements as provided in this Declaration. Such variances must, in

the Declarant's sole discretion, not detrimentally affect the integrity of the Subdivision. The Declarant shall not 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 Declarant's right to strictly enforce the covenants and restrictions provided hereunder, against any other Owner.

If written notice of approval of the variance request 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 Declarant has denied the request for a variance.

Section 3. Use Restrictions

(1) Except as set forth below, all Tracts constituting the Property shall be used and occupied by the Owner of the Tract for single-family residential purposes only, and no Tract shall be used for any professional, business or commercial activity for which the general public is invited to the Tract. Notwithstanding the above and as exceptions thereto, a bed and breakfast or VRBO Unit may be operated by an Owner on a Tract. For purposes of these restrictions, the term "bed and breakfast" shall mean a lodging service within rooms of the principal dwelling or in a separate guest house.

(2) No pigs, hogs or swine shall be permitted on the Property unless raised in conjunction with a 4-H or FFA related project.

(3) Declarant (and/or their tenants or assignees) shall have the right to graze cattle or livestock on an Owner's Tract until such time as such Owner has enclosed the Owner's Tract by a livestock restraining fence and upon completion of the livestock restraining fence, the right to graze cattle or livestock shall be permanently extinguished. 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 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 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.

The grazing rights reserved herein shall be subordinate to the right of a lienholder under a purchase money deed of trust, home equity loan or a mechanics and materialman's lien.

(4) The owner of a tract which has a boundary on the perimeter of the Subdivision (a boundary which abuts property other than a Subdivision Tract boundary) shall maintain the fence on the Tract's perimeter boundary in a manner which will restrain livestock.

(5) There shall be no commercial feedlot operation or commercial breeding of animals or fowl

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on any Tract. Animals used for grazing a tract while simultaneously raising young (e.g., a cow/calf operation) shall not be considered commercial breeding of animals.

(6) Abandoned or inoperative equipment, vehicles or junk shall not be stored or maintained on any Tract. Owners are to keep each Tract clean and neat in appearance and free of litter at all times.

(7) No Tract shall be divided into a Tract containing less than 20 acres without the written approval of Declarant.

(8) No Hunting Blinds/Stands/Game Feeders shall be placed within 100 feet of the boundary of any other Tract unless the abutting Tract is owned by the same Owner.

(9) Commercial hunting of native and exotic wildlife is prohibited.

(10) Hunting and harvesting of native and exotic wildlife with centerfire rifles on tracts of less than 20 acres is prohibited.

(11) No noxious or offensive activity shall be conducted on any Tract that may be or may become an annoyance or nuisance to other Owners within the Property.

(12) No oil/gas drilling, development or refining and no mineral quarrying or mining operations of any kind shall be permitted on any Tract.

ARTICLE III.

TERM

The covenants 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, 2051, 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 fifty-one percent (51%) of the acreage in the Property 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 joins in executing such instrument.

ARTICLE IV.

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, conditions, and restrictions of this Declaration. Failure of Declarant or any Owner to