HSW LAND, LLC TO THE PUBLIC

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

THAT WHEREAS, HSW LAND LLC, a Texas series limited liability company, herein called "Declarant", is the record owner of all that tract or parcel of land being 226.84 acres, more of less, situated in Gillespie County, Texas, comprised of 21.97 acres out of the B.F. Middleton Survey No. 538, Abstract 1124; 134.20 acres out of the Joseph Stevens Survey No. 108, Abstract No. 781; and 70.67 acres out of the H.G. Hendrick Survey No. 306, Abstract No. 1650; said 226.84 acre tract of land is described by metes and bounds on Exhibit "A", attached hereto and made a part hereof. ("Property"); and

WHEREAS, Declarant will hold, sell and convey the above described Property subject to certain protective covenants, reservations, conditions, restrictions and charges as hereinafter set forth.

NOW, THEREFORE, it is hereby declared that all of the above referred 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 Lot or 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 in this instrument, regardless of whether or not such terms and conditions are specifically set out in said Lot or 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.

1.02. "Lot" shall refer to any portion of the Property, as owned by any Owner.

II.
RESTRICTIONS

2.01 All Lots shall be used solely for residential and agricultural purposes as hereinafter set out. A residential structure may be interpreted to be a permanent residential dwelling, a short-term rental (such as a guesthouse or bed and breakfast,) or a long-term rental dwelling.

2.02 Not more than one single-family dwelling may be erected on any Lot. One (1) guest house and other related outbuildings such as barns, animals shelters, etc., may also be constructed.

2.03 Single-family dwellings shall contain a minimum of 1,500 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. A barndominium shall be permitted, but the living space must comply with the minimum living area as set forth in this Paragraph 2.03, and the

exterior of the living space of any barndominium must comply with all other requirements set forth herein. During construction of the principal dwelling, an Owner may live in one (1) recreational vehicle or camper on Owner's Lot for a period not to exceed eighteen (18) months or upon competition of the principal dwelling, whichever occurs first. All other provisions set forth in this Declaration of Covenants, Conditions and Restrictions must be complied with and are enforceable.

2.04 One (1) guest house or other improvement located on a Lot 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 a Lot 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.

2.05 The exterior of any building shall be completed not later than eighteen (18) months after the commencement of construction.

2.06 All dwellings shall be newly constructed and erected on site. No dwelling shall be moved on to a Lot. Mobile, modular, pre-manufactured and/or industrial built homes shall not be used as a dwelling, nor stored on any Lot. The term dwelling house (for purposes set out in this paragraph) shall include guest houses. An Owner shall be entitled, however, to incorporate historical and other previously used building materials and fixtures into a newly constructed dwelling.

2.07 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.

2.08 Save and except provisions set forth in Paragraph 2.03, farm and ranch equipment, trailers, recreational vehicles, boats and UTV/ATV equipment must be stored at least 100 feet from all Lot boundary lines, and must be reasonably screened from view and located within a three-sided improvement, located to the rear of the principal dwelling.

2.09 There shall be no further subdivision of Lots, except as is shown on the attached Exhibit "A", incorporated herein for all purposes.

2.10 All swimming pools shall be constructed substantially at grade, but under no circumstances may a pool be more than two (2) feet above the natural grade.

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

2.12 No structure shall be erected on any Lot nearer than two hundred feet (200') from the front, or seventy-five feet (75') side or rear property line. Placement of all animal shelters shall be to the rear of the principal dwelling.

2.13 Lots shall not be used for any commercial purposes, except permanent agricultural crops including vineyards, fruit trees, pecan groves and permanent grass (hay meadows or grazing pastures) and livestock production. No industrial pursuit or enterprise shall be permitted to be conducted on any Lot. 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. Additionally, there shall be no commercial dog kennels or dog boarding on any Lot, and the number of dogs permitted on any Lot shall not exceed five (5).

2.14 Abandoned or inoperative equipment, vehicles or junk shall not be permitted, placed or stored on any Lot.

2.15 Swine shall not be kept on any Lot. Other livestock, pets and poultry shall be permitted provided said livestock is kept within the boundaries of said Lot 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 a Lot. Agricultural animals used for grazing said property while simultaneously raising young (i.e. cow/calf operation) shall not be considered commercial breeding of animals.

2.16 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 any Lot.

2.17 All perimeter fences or interior fences erected on any Lot shall be of new material and professional in appearance, and completed in a good and workmanlike manner regarding quality and appearance.

2.18 Prolonged or consistent discharging of firearms or target practicing shall not be allowed on any Lot. Any use of firearms whatsoever shall only be by the owners of Lots and their immediate family. Personal safety of owners and owners of neighboring Lots shall be of prime consideration. Subleasing for hunting is specifically forbidden. Hunting with center-fire rifles is prohibited. Archery hunting and turkey and migratory bird hunting with shotguns shall be permitted. All hunting must be done in compliance with the rules and regulations of Texas Parks and Wildlife Department.

2.19 Mineral exploration of any type which will damage the surface shall not be permitted on any Lot.

2.20 The undersigned reserves unto itself and/or its assigns, an easement for utility purposes, ten (10) feet wide on each side of all Lot lines and public roadways and twenty (20) feet 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.

2.21 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 Lots, but in no event shall a tower be greater than twenty-five feet (25') in height. Any solar panels located on a Lot must be installed on the roof of any improvements, and panels must maintain the pitch of the existing roof.

2.22 Declarant (and/or their tenants or assignees) shall have the right to graze cattle or livestock on an Owner's Lot until such time as Owner has enclosed the Owner's Lot by a livestock restraining fence and upon competition 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 Lot, hereby agrees 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 person or any damages to any properties that may be caused by livestock on an Owner's Lot, 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 Lot, and/or the presence of livestock on an Owner's Lot.

III.
GENERAL PROVISIONS

3.01 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 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, reserve the right to enforce this Declaration, though it may have previously sold and conveyed all Lots controlled hereby. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarant shall not be subjected to any claim, demand, or cause of action from any Owner by virtue of not enforcing any term, provision, covenant, conditions or restrictions herein contained.

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 be enforceable by or the Owner of any Lot subject to this instrument, and their respective legal representatives, heirs, successors and assigns, and shall be effective until December 31, 2050, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless amended as provided herein. The covenants, conditions and restrictions contained in this instrument may be amended at any time after December 31, 2030, by an instrument signed by not less than the Owners of seventy-five percent (75%) of the acreage contained with the above described Property. 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. The covenants, conditions and restrictions may be amended any time by an instrument signed by the owners of not less than one hundred percent (100%) of the above described Property.

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 such Owner's Lot 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 Lot, 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.

EXECUTED this 11th day of March, 2021.

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 11th day of March, 2021, by JESS COLLIN WOOD, Manager of HSW LAND, LLC, a Texas series limited liability company.

TANNER J HANISCH
Notary Public
STATE OF TEXAS
ID#131064845
My Comm. Exp. Mar 29, 2021

_____
Notary Public in and for the State of Texas

CONSENT BY LIENHOLDER

The Lienholder, The Bank and Trust, s.s.b., consents to this Declaration of Covenants, Conditions and Restrictions ("Restrictions") by HSW LAND, LLC, a Texas series limited liability company. The Lienholder acknowledges that the filing and recording of these Restrictions is not a violation of, nor shall it trigger any due on sale clauses or other default provisions of that original Deed of Trust by and between HSW LAND, LLC as Grantor and The Bank and Trust, s.s.b., dated December 17, 2020 and recorded at Instrument No. 20207949 of the Official Records of Gillespie County, Texas.

THE BANK AND TRUST, S.S.B.,
a Texas state savings bank

By: Darcy Weishuhn
Name: Darcy Weishuhn
Title: Vice President

STATE OF TEXAS

COUNTY OF Tom Green

This instrument was acknowledged before me on March 11, 2021, by Darcy Weishuhn, Vice President of The Bank and Trust, s.s.b., a Texas state savings bank, on behalf of said bank.

TANNER J HANISCH
Notary Public
STATE OF TEXAS
ID#131064845
My Comm. Exp. Mar 29, 2021

Notary Public, State of Texas