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HS LANDS HOLDING-LAMPASAS, LLC TO THE PUBLIC

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

THAT WHEREAS, HS LANDS HOLDING-LAMPASAS, LLC, a Texas limited liability company, herein called "Declarant", is the record owner of all that 74.798 acres of land, located in Gillespie County, Texas, as described 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 contract 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 contract 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. "Tract" shall refer to any portion of the Property, as owned by any Owner.

II.

RESTRICTIONS

1. There shall be no mobile homes installed on the Property.

2. Any cabin constructed on the Property shall have a minimum of 400 square feet and any main residential dwelling constructed on the Property shall have a minimum of 1,100 square feet.

3. 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.

4. Except for placement of entrance and other gates, fences, roadways, wells, well houses, and septic systems, nothing shall be stored, placed or erected on any tract nearer than fifty feet (50') from any boundary line of such tract.

5. There shall be no commercial livestock feeding operation conducted on the Property.

6. Abandoned or inoperative equipment, vehicles or junk shall not be permitted, placed or stored on any tract. Property owners are to keep their respective tract of land clean and neat in appearance and free of litter at all times.

7. Any hunting shall be done in a safe and responsible manner and in constant regard to other property owners. Feeders and/or hunting blinds (stands) shall be a minimum of one hundred feet (100') from any property line and shall not be visible from any public road.

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 Tracts 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 Tract subject to this instrument, and their respective legal representatives, heirs, successors and assigns, and shall be effective until December 31, 2030, 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 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.

EXECUTED this 18 day of May, 2017.

HS LANDS HOLDING-LAMPASAS, LLC
a Texas limited liability company

BY: HS BUSINESS SERVICES, LLC
a Texas limited liability company,
its Manager

By: _____
CLAY SIGNOR
Manager

THE STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on this the 18 day of May, 2017, by CLAY SIGNOR, as Manager of HS BUSINESS SERVICES, LLC, a Texas limited liability company, Manager of HS LANDS HOLDING-LAMPASAS, LLC, a Texas limited liability company, Grantor.

_____
Notary Public in and for the State of Texas

ELIZABETH S. MASTERS
NOTARY PUBLIC
STATE OF TEXAS
ID# 130314355
EXPIRES 7-28-2019

EXHIBIT "A"

SEARCHERS
LAND SURVEYING, LLC

MASON | FREDERICKSBURG
P.O. Box 528 Mason, TX 76856 | 325-347-7489 | TBPLS Firm #10193966 P.O. Box 1504 Fredericksburg, TX 78624 | 806-252-9810 | TBPLS Firm #10194211
www.searchersls.com

LEGAL DESCRIPTION: Being 74.798 acres of land out of the Fritz Wittkohl Survey No. 766, Abstract No. 1525 in Gillespie County, Texas and being all of that certain 74.844 acre tract described in Instrument No. 20150473 of the Official Public Records of Gillespie County, Texas; Said 74.798 acre tract being more particularly described as follows and as surveyed under the supervision of Searchers Land Surveying, LLC in March 2017:

BEGINNING at a 1/2 inch iron rod found in the south line of Ranch to Market Highway 648, for the northwest corner of said 74.844 acre tract, the northeast corner of that certain 61.87 acre tract described in Instrument No. 20143768 of said Official Public Records, and the northwest corner hereof, and from which a TXDOT concrete monument found bears North 88°19'44" West a distance of 228.93 feet;

THENCE along the south line of said Ranch to Market Highway 648, the following 2 courses:

1. South 88°19'44" East a distance of 572.10 feet to a TXDOT concrete monument with a broken top found;
2. South 72°13'22" East a distance of 133.04 feet to a 1/2 inch iron rod with cap marked "ZWA" found in the west line of U.S. Highway 87;

THENCE along the west line of said U.S. Highway 87, the following 2 courses:

1. Along a non-tangent curve to the left having a radius of 2351.75 feet, an arc length of 865.69 feet, and a chord that bears South 31°50'21" East a distance of 860.81 feet to a concrete monument found;

2. South 42°22'57" East a distance of 621.23 feet to a calculated point for a corner of that certain 132.3 acre tract described in Volume 136, Page 377 of the Deed Records of Gillespie County, Texas, and from which a 1/2 inch iron rod with cap marked "ZWA" found bears North 04°34'24" West a distance of 0.24 feet and a
TXDOT concrete monument found bears South 42°22'57" East a distance of 1580.13 feet;

THENCE along the west, north, and east lines of said 132.3 acre tract, the following 4 courses:

1. South 04°34'24" East a distance of 660.44 feet to a 1/2 inch iron rod found in the record south line of said Abstract No. 1525 and the record north line of the L. Sanchez Survey No. 797, Abstract No. 675, for a corner of said 132.3 acre tract and the southeast corner hereof;
2. South 80°16'03" West a distance of 1631.33 feet along the south line of said Abstract No. 1525 and the north line of said Abstract No. 675 to a 6 inch cedar fence corner post found for the occupied northwest corner of said Abstract No. 675 and the occupied northeast corner of the H. Friedrich Survey No. 798, Abstract No. 238;
3. South 79°13'31" West a distance of 529.90 feet along the south line of said Abstract No. 1525 and the north line of said Abstract No. 238 to a 6 inch cedar fence corner post found for the southwest corner hereof;
4. North 00°46'45" West a distance of 446.89 feet to a 2 inch pipe fence corner post found for a corner of said 132.3 acre tract and a corner of said 61.87 acre tract;

THENCE North 15°33'15" East a distance of 1903.50 feet along the southeast line of said 61.87 acre tract to the POINT OF BEGINNING.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County, Texas

May 19, 2017 11:57:26 AM

FEE: $44.00 FELICIA
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