

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §

COUNTY OF HAYS §

THAT, WHEREAS, MESA DEL ARROYO, LP, a Texas limited partnership, herein called "Principal Declarant", and A&A HOMES, LLC, a Texas limited liability company, herein called "Co-Declarant", are the record owners of all that tract or parcel of land BEING 147.12 acres, more or less, situated in Hays County, Texas, more particularly described by metes and bounds on Exhibit "A", attached hereto and made a part hereof ("Property"); and

WHEREAS, MESA DEL ARROYO, LP and A&A HOMES, LLC will hold, sell and convey their respective portions of 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-referenced 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 in this instrument, regardless of whether or not such terms and conditions are specifically set out in said deed.

Definitions:

1. "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.
2. "Tract" shall refer to any portion of the Property, as owned by any Owner.
3. "Declaration" shall refer to this Declaration of Covenants, Conditions and Restrictions, as same may be amended in accordance with the provisions hereof.

Restrictions:

1. No Tract may be subdivided other than the initial conveyances of parcels by metes and bounds by Principal Declarant out of the portion of the Property owned by Principal Declarant.
2. All Tracts shall be used solely for single family residential and agricultural/wildlife purposes and non-commercial recreational uses as hereinafter set out. Homes or dwelling units shall be a minimum of 750 square feet, exclusive of porches, decks and garages. A Tract may have no more than three (3) main houses or dwelling units. No temporary dwelling structures including mobile

homes, modular homes or recreational vehicles shall be used as a residence on the Property. There shall be no multi-family dwelling units erected on any Tract.

3. A dwelling house shall not be moved onto any Tract. Any dwelling house shall be constructed and erected on site. The relocation or reconstruction of a structure of historic quality and integrity, to be used as an accessory building shall be permitted. Mobile, modular, pre-manufactured and/or industrial built homes shall not be used as a dwelling, nor stored on any Tract.
4. No structure, including hunting blinds and animal feeders, shall be erected or placed on any Tract nearer than one hundred feet (100') from the front property line of any Tract, and no structure, including hunting blinds and animal feeders may be placed nearer than fifty feet (50') from a boundary line that adjoins any other Tract. The foregoing setback requirement shall not be applicable to any boundary line that is not in common with another Tract. Any hunting blind must be situated to point away from any adjoining Tract.
5. No Tract shall be used for any commercial purposes.
6. Abandoned or inoperative equipment, vehicles or junk shall not be permitted, placed or stored on the Property, and all Tracts shall be kept free of trash and litter at all times.
7. Farm and ranch equipment, trailers, recreational vehicles, boats and UTV/ATV equipment must be stored at least 200 feet from all Tract boundary lines, and must be reasonably screened from view.
8. 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.
9. There shall be no commercial hunting on the Property. Owners and their family and permittees shall be allowed to bow hunt recreationally on Tracts, but there shall be no hunting permitted with center-fire rifles or shotguns. Prolonged or consistent discharging of firearms or target practicing shall not be allowed, although trap and skeet throwers are permitted. All hunting must comply with the laws of the State of Texas.
10. No exploration, mining, or quarrying or drilling for oil, gas, phosphate or other minerals of any type or kind shall be permitted, provided however nothing contained herein shall prohibit (A) the exploration or production of minerals in, on or under the Property by horizontal or directional drilling wherein the wells are drilled on other property but enter or bottom under the Property; (B) any seismic testing or other testing to determine the presence of oil, gas, phosphate or other minerals in, on or under the Property; or (C) the pooling or unitization of the minerals in, on or under the Property with property other than the Property.
11. There shall be no short-term rentals, long-term rentals or bed and breakfasts located on the Property. A "bed and breakfast", which is known as a tourist lodging service within rooms of the principal residence or in a separate guest house or mother-in-law quarter situated on the Tract, shall not be permitted.

12. No use or improvements as a gun range, trailer park or mobile home park or recreational vehicle park shall be allowed on any Tract.
13. The undersigned reserves unto itself and/or its assigns, an easement for utility purposes, ten (10) feet wide on each side of all Tract 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.
14. No solar farms, wind farms or cellular towers or other types of commercial tower shall be erected or placed upon the Property. Solar panels are allowed on the Property for use of a dwelling house.
15. Neither roosters nor swine shall be kept on any Tract. Other livestock, pets and poultry shall be permitted provided said livestock is kept within the boundaries of said Tract at all times, and provided they are not materially offensive to adjacent Owners by smell or sound. There shall not be any commercial feeding operations or commercial breeding of animals conducted on a Tract. Agricultural animals used for grazing said Tract while simultaneously raising young (e.g. cow/calf operation) for sale in the customary and ordinary course and in reasonable numbers shall not be considered commercial breeding of animals.
16. Water wells may only be used for personal, recreational or landscaping purposes. No commercial water harvesting is allowed.
17. No Owner shall use or allow use of Tract or any improvement or structure thereon for any continual purpose that will be noxious, offensive, or materially detrimental to adjacent Owners or which will create or emit standard any objectionable offensive, or noxious odors, smoke, dust, gasses, fumes, or other such material. No noise shall be permitted to exist or operate upon any portion of the Tract so as to be offensive or materially detrimental to any other adjacent Owner. Standard landscape equipment is permitted.

Design Standards:

1. HEIGHT RESTRICTIONS. No structure or improvement may be greater than two (2) stories or 45' at its highest point measured from the front entry door floor elevation. Structure foundations should exceed the average surrounding grade except to ensure proper drainage around improvements. No exterior radio or TV antenna or dish receiver larger than eighteen inches (18") in diameter
2. EXTERIOR MATERIALS. All exterior building materials must be brick, stone, stucco, log, hardiplank, cedar, or other natural wood or stone siding. Wood and similar materials must be stained, painted, or treated with a protective coating and be neutral colors. Pressed stone, faux stone, cinder block are not acceptable exterior materials.
3. ROOF MATERIALS. All structures and improvements shall have metal roof on all first floor/lower roof surfaces. Dark composition shingle roofs as long as acceptable metal roof accents are

incorporated in the design. No bright colored or highly reflective roofs will be approved. Solar panels are allowed on roofs.

4. SOLAR POWER. All solar panels shall be installed on the roofs of structures or improvements, or installed horizontally on a low slope roof and screened from adjacent Tracts.
5. WATER HARVESTING. Rainwater harvesting is encouraged; holding tanks must be buried or screened by a masonry or wood wall of the same material as the primary dwelling. No rainwater harvesting equipment other than gutters can be visible from public roads or adjacent Tracts.
6. WELLS/PUMP HOUSES/PROPANE TANKS. Well/pump houses shall be screened with dense plantings or designed in the same style as the main dwelling. All wells/pump houses shall be screened from adjacent Tracts and public roads. Propane tanks shall either be buried below ground or screened from the view of public roads and adjacent Tracts.
7. FENCING. Solid wall fencing, other than those for surrounding a primary structure may, be built to a maximum height of six (6) feet and must be built of the same masonry as on the exterior of the primary dwelling or neatly stacked native stone. In all cases, walls must be consistent with the look and feel of the dwellings on the Tract. Cedar posts or metal T-posts are acceptable fencing materials. All perimeter fences or interior fences erected on any Tract shall be of new material and professional in appearance and completed in a good and workmanlike manner regarding quality and appearance. Neatly maintained hedges screening/fencing is acceptable, and Owners are encouraged to maintain a screen between adjacent properties. Owners must maintain the fencing and entries along Mount Gainor Road including the stacked stone columns, fence, gates, and lanterns in their original form.
8. LANDSCAPING. Owners shall screen foundations on structures and improvements over 12 inches in height using plant materials and planting beds. Owners may not conduct aerial spraying or misting. Pools above ground are prohibited.
9. DRIVEWAYS. All driveways on Tracts must be gravel, road base, caliche, crushed limestone, concrete, pavers, or similar material. All driveways must have a paver, asphalt or concrete "apron" from a public road to a minimum of fifty feet (50') into a Tract.
10. EXTERIOR LIGHTING. – All outdoor lighting shall be appropriately screened, pointed down and away from adjacent Tracts per the Dripping Springs Outdoor Lighting Ordinance.
11. MAILBOXES. – Owner may erect a single mailbox in a location to be determined by the United States Postal Service. All mailbox design must be consistent with Hill Country, Texas native, or modern farmhouse style, and shall be black steel but may be housed in wood or stone.
12. SIGNAGE. No signs or billboards may be erected on a Tract, save and except a single sign that is a maximum of two foot (2') by four foot (4') foot may be erected if a Tract is actively for sale. No other signs of any character are allowed except one conservative address sign or family sign not to exceed eight (8) square feet in size. Address or family signs must be made of metal, stone, or wood and must be in keeping with the character of the Property and improvements. Signs may be lighted at night and must be a minimum of four feet (4') off of any public road.

13. UTILITIES. All permanent utility lines must be run underground on all Tracts and must be contained in conduit except low voltage wiring does not need to be in conduit. Any soil disturbed for utility or line burial shall be returned to native state after completion of the project but in no more than ninety (90) days from initial disturbance

General Provisions:

1. ENFORCEMENT. Owner and its successors or assigns, 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. Principal Declarant, for itself, its successors or assigns, reserves the right to enforce this Declaration, though it may have previously sold or conveyed all Tracts controlled hereby. The reservation by Principal Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Principal 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.
2. 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. 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 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, 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, 2050, by an instrument signed by not less than the Owners of seventy-five percent (75%) of the acreage contained with the Property. No amendment shall be effective until duly recorded in the Official Property Records of Hays County, Texas, nor until the approval of any governmental regulatory body, which may be then required, shall have been obtained. Until December 31, 2050, 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 Property.
4. AMENDMENT. Notwithstanding anything to the contrary, Principal 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 Principal 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 Hays County, Texas.
5. 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 Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

6. CREEK PARCEL. A portion of the Property (the "Creek Parcel") is subject to that certain Recreational Use and Easement Agreement dated February 23, 2022, recorded under Document No. 22009086, Official Public Records of Hays County, Texas. Until such time as Principal Declarant no longer owns any portion of the Property (and for so long thereafter as Principal Declarant may elect), Principal Declarant shall be responsible for maintaining the Creek Parcel and all improvements thereon in good condition and repair. Such repair and maintenance shall be at Principal Declarant's expense, provided that Principal Declarant may invoice each other Owner for twenty percent (20%) of the actual and reasonable costs of such repair and maintenance as incurred by Principal Declarant. On and after the date that Principal Declarant no longer owns any portion of the Property (unless otherwise elected by Principal Declarant in writing), each Owner shall be responsible for maintaining any portion of the Creek Parcel (and any improvements thereon) that lies within such Owner's Tract in good condition and repair. Such repair and maintenance shall be at such Owner's expense, provided that such Owner may invoice each other Owner for twenty percent (20%) of the actual and reasonable costs of repair and maintenance as incurred by such Owner. An Owner receiving an invoice submitted under this paragraph shall pay its share thereof to the submitting party within thirty (30) days after receipt thereof. During the continuance of an Owner's breach of its obligations under this paragraph, such Owner's right to enforce the terms, provisions, covenants, conditions, and restrictions of this Declaration shall be suspended.
7. PRIOR RESTRICTIONS. The Property is subject to those certain restrictive covenants set forth in the Special Warranty Deed to Mesa Del Arroyo, LP dated February 23, 2022, recorded under Document No. 22009030, Official Public Records of Hays County, Texas and those certain restrictive covenants set forth in the Special Warranty Deed to A&A Homes, LLC dated February 23, 2022, recorded under Document No. 22009020, Official Public Records of Hays County, Texas (collectively, the "Deed Restrictions"). Each Owner shall comply with the Deed Restrictions. However, as between the Owners, in the event of a conflict or inconsistency between this Declaration and the Deed Restrictions, this Declaration shall control and govern. Accordingly, no Owner may bring a claim or action against another Owner for an act or omission that constitutes a violation of the Deed Restrictions if such act or omission would not constitute a violation of this Declaration.

EXECUTED this ____ day of _____, 2022.

[SIGNATURES TO APPEAR ON NEXT PAGE]

MESA DEL ARROYO, LP,
a Texas limited partnership

By: Mesa De Arroyo GP LLC, its general partner

By: _____
Allen Shannon, Manager

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2022,
by Allen Shannon, Manager of Mesa De Arroyo GP LLC, the general partner of Mesa Del Arroyo, LP, a Texas
limited partnership, on behalf of said limited partnership.

Notary Public in and for the
State of Texas

A&A HOMES, LLC, a Texas limited liability company

By: _____
Allen Shannon, Manager

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2022,
by Allen Shannon, Manager of A&A Homes, LLC, a Texas limited liability company, on behalf of said
company.

Notary Public in and for the
State of Texas

Exhibit A
Legal Description

CONSENT AND SUBORDINATION BY LIENHOLDER

Lienholder, as the holder of deed of trust liens on the Property, consents to the placement of the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, including all terms and conditions of the encumbrance, and Lienholder subordinates its liens and consents to the rights and interests of Principal Declarant and Co-Declarant, so that a foreclosure of the liens will not extinguish the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS recorded herein.

Crockett National Bank

By: _____
Name: _____
Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, _____ of **Crockett National Bank**.

Notary Public in and for
the State of Texas