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AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

350.97 acres described as all that certain lot, tract or parcel of land located within the B. & G. Fulcher Survey, Abstract No. 21 of Guadalupe County, Texas as shown in the attached Exhibit A

This Declaration of Covenants, Conditions, and Restrictions is made on this the day of by Fortress Ranch Investments, LTD., ("Declarant"), whose mailing address is P.O. Box 1249 San Marcos, Texas 78667, does amend that certain Declaration of Covenants, Conditions, and Restrictions recorded under clerks file number 202199021784 of the Official Public Records of Guadalupe County, Texas.

Whereas, the Declarant of Seller desires to amend the Original Restrictions to correct typographical, grammatical errors, oversight, ambiguity or inconsistencies appearing in the original restrictions:

Now, therefore, regardless of anything contained in the Original Restrictions to the contrary, they are hereby amended as follows:

Recitals

1. Declarant is the owner of all that certain real property ("the property") located in Guadalupe County, Texas described as follows:

350.97 acres described as all that certain lot, tract or parcel of land located within the B. & G. Fulcher Survey, Abstract No. 21 of Guadalupe County, Texas as shown in the attached Exhibit A

2. The Declarant has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period.

3. This general plan will benefit the Property in general, the parcels and lots that constitute the Property, the Declarant, and each successive owner of an interest in the Property.

4. Therefore, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, the Declarant desires to restrict the Property according to these covenants, conditions and restrictions in furtherance of this general plan development.

NOW, THEREFORE, it is declared that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions:

Article 1 Definitions

1-1 "Developer" means Declarant and its successors and assigns who acquire or own the entirety of the development but will parcel it into undeveloped Lots from Declarant for the purpose of development.

1-2. "Lot" means the subdivided Lots within the Property identified above, as fully described in the attached "Exhibit A".

1-3 "**Owner**" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property.

1-4 "**Main Road**" means any county, state or otherwise publicly maintained road

1-5 "**Mobile Home**" also known as modular, prefab, or factory homes, means any prefabricated house assembled in a factory and then transported to site of use.

Article 2 Architectural Control

2-1 **Architectural Review Committee.** Developer shall designate and appoint an Architectural Review Committee ("ARC") consisting of not less than two qualified persons, which shall serve at the pleasure of the Developer. The initial committee members shall be Zach Potts and Tyler Williams . In the event of death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor.

2-2 **Approval of Plans and Specifications.** The Architectural Review Committee must review and approve in writing all of the following projects on the Property:

(a) Construction of any building, fence, wall, or other structure.

(b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.

2-3 **Written request for Approval.** To obtain approval to do any of the work described in Paragraph 2-2, an Owner must submit written request to the Architectural Review Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work.

2-4 **Standard for Review.** The Architectural Review Committee shall review written requests for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. A written request can be rejected for providing insufficient information. The Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting a written request, the Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

Article 3 Exterior Maintenance

3-1 **Exterior Maintenance.** If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Developer or the Architectural Review Committee shall have the right, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, the exterior of any buildings and other improvements located on the Lot at expense of the Owner.

Article 4 Use Restrictions and Architectural Standards

4-1 **Residential, Light Commercial and/or Agricultural Use Only.** All Lots shall be used for single-

family residential purposes, light commercial and/or agricultural uses. No retail or high traffic commercial activity shall be permitted. No commercial activities shall be permitted outside of daylight hours. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property. Agricultural use consists of any use for agriculture that does not otherwise run afoul of the provisions of these restrictions. Air B&B, short term rentals, and other similar course activities are allowed.



4-2 Type of Buildings Permitted. . All buildings must be approved by the ARC prior to placement on each Lot. Each Lot may not exceed one (1) main house and one (1) guest house per tract. However, Developer, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for its business of constructing and selling dwelling units on the Property, including, but not limited to, offices and storage areas. Buyer

4-3 Temporary Residences During Construction. Recreational vehicles or camper trailers may be used for temporary residence for up to six (6) months. Said residences may be granted additional six (6) month extensions if the ARC deems that the residence is neat in appearance and the property is well maintained. Permission may be revoked at any time as deemed necessary by the ARC.

4-4 Design, Minimum Floor Area, and Exterior Walls. Any residence constructed on a Lot must have a ground floor area of not less than 1,000 square feet (exclusive of outbuildings, guest houses, porches, garages and servants' quarters). **All mobile homes are strictly prohibited.** All exterior colors, textures, and materials must have an architectural style which is approved by the ARC. A nice barn or workshop with living quarters within is acceptable, provided it is built from quality materials and has an architectural style which is approved by the ARC. **Any buildings located in the 100-year flood plain must first obtain a flood plain permit from the Guadalupe County Environmental Health Department.** All structures must have the exterior construction completed in its entirety within one hundred eighty (180) days from ground breaking or initial placement upon the Lot. All outbuildings, guest houses, porches, platforms, decks, stairways and garages must be architecturally compatible to the home.

4-5 Setbacks. No building shall be located on any Lot nearer to the front Lot line or nearer to the side lot line than the minimum building setback lines of:

- a. Seventy-Five (75) feet to the Lot line along the Main Road
- b. Twenty-Five (25) feet to all other Lot lines.

Exceptions to the minimum setbacks, as described above, may be granted by the ARC on a case-by-case basis. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot.

4-6 Resubdivision or Consolidation. No further subdivision shall be allowed for tracts L, N, P, R, T, V, X, Z, BB, DD, and FF. None of the remaining Lots shall be resubdivided or split except as follows. Any Owner of one or more adjoining Lot may consolidate such Lot into one single-family residence building site. A Lot Owner may subdivide a Lot; however, each subdivided Lot shall have not less than Two Point Five (2.5) acres once subdivided. The location of improvements on any subdivided Lot shall comply with all restrictions, including setbacks and easements, documented herein. All subdividing by an Owner must be approved in writing by the ARC and platted to the rules and laws of the appropriate

County and the State of Texas.



4-7 **Driveways.** All driveways are to be installed and maintained by the Owner of the Lot. This includes the portion of the driveway outside of the Property and within the Right of Way of the Main Road. Owners are responsible for obtaining a permit from the County Road & Bridge Department or TXDOT for connecting a driveway with the Main Road. Location of culverts and entrances must be approved by the ARC. The ARC has the right to remove any culvert or entry not approved. Buyer



4-8 **On-Site Sewage Facility.** Prior to occupancy of a home or any livable building, each Lot Owner shall construct, install and maintain an On-Site Sewage Facility ("OSSF") in accordance with the specifications for same as established by the laws of the State of Texas and the rules and regulations of the appropriate County. The Owner is responsible for obtaining a permit, approval, and inspection of the OSSF from the appropriate County & City's Health District. If such OSSF complies with such specifications, but still emits foul or noxious odors or unsafe liquid onto Main Roads, ditches or adjoining Lots, such OSSF shall be modified so as to eliminate such foul or noxious odors or unsafe liquid. The OSSF will be considered in violation of these restrictions if it does not have the proper permits, approval, inspection, and/or if the OSSF emits foul or noxious odors. Buyer



4-9 **Obnoxious or Offensive Activities Prohibited.** No obnoxious or offensive activities shall be carried on upon said Lot or Lots, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

4-10 **Prohibited Residential Uses.** Any structure not approved for residential use by the Architectural Review Committee, including but not limited to trailers, single-wide mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessor structures, shall not be used on any Lot at any time as a residence, either temporarily or permanently.

4-11 **Fence.** No fence, hedge, wall or other dividing instrument over eight (8) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot. The ARC must approve fences as provided in Article 2. No construction of the fence may begin until the specifications and a site plan showing the location of the fence have been submitted to and approved, in writing, by the ARC. Any fence installed, regardless of height or length, without the prior approval of the ARC and deemed in violation of these restrictions is subject to being removed, without notice, at expense of the owner.

4-12 **Surface Mining and Natural Resources.** It is expressly forbidden by these restrictions to mine surface or subsurface minerals or soils by strip-mining or by any other method, for resale from any Lot within the Property. This restriction is inclusive of caliche or other similarly known soil materials. This restriction does not prohibit the pumping of ground water for consumption upon the lot wherein the well is located. Groundwater may only be used for private domestic use. No private water source may be connected to a public water source. Marketable timber, including firewood, shall not be sold without express prior written permission from the ARC; however, owners may dispose of timber for building sites and gardens, but must leave ample trees for shade over Lot.

4-13 **Rubbish, Trash, and Garbage.** No rubbish, trash, garbage or other waste material shall be kept on any Lot except in sanitary containers located in appropriate areas concealed from the public view. If a violation occurs, the ARC will notify the Lot owner about removal. If the rubbish, trash, or garbage is not removed, the ARC will enter the property and clean it up at the expense of the Lot owner.

4-14 Animals. The raising or keeping of hogs on any part of the Subdivision is strictly prohibited. No pets shall be kept, bred or maintained for any commercial purposes.

(a) The raising of livestock shall be allowed, but shall be limited to one (1) animal unit per acre. An animal unit shall be calculated as follows:

- i. one (1) cow;
- ii. one (1) bull;
- iii. two (2) five hundred (500) pound calves;
- iv. three (3) sheep or goats;
- v. one (1) horse;
- vi. two (2) foals one (1) year old or younger;
- vii. any animal with un-weaned offspring shall be considered a single animal unit; and
- viii. one (1) head for any animal not already listed, except for swine which shall be limited to one head per Lot.
- ix. five (5) chickens in addition to one (1) of the aforementioned animal units.

(b) If any member of an owner's family is under the age of nineteen (19) and is a bona-fide member of a 4-H Club or Future Farmers of America Club, then, as an exception to 4.14 (a), one animal per each bona-fide member shall be permitted for the purpose of raising each animal for competition or as part of a club project, provided that the animal shall be removed from the Lot upon completion of the competition or club project.

(c) Exotic game shall be allowed upon the property, with the exception of those that would affect the health, safety and or welfare of any of the Owners within the Property.

(d) Dogs, cats or other common household pets are excluded from the term "livestock" and "animal unit" provided they are kept, bred or maintained for non-commercial purposes.

(e) Any and all animals, including household pets, require appropriate fencing to confine them to their Lot. No animal shall be permitted until the appropriate fencing is completed. It is each Owner's responsibility to install a gate and/or cattle guard to prevent cattle or other livestock from getting onto the Main Roads. It is further the responsibility of the Owner who installs a gate to keep it closed at all times.

(f) All Lots, pens, and other areas where cattle or livestock are kept or raised shall be kept and maintained in a neat and clean condition reasonably free from odors and shall be periodically sprayed or otherwise treated to restrict and minimize flies and other insects so as not to become a nuisance to Owners of the Lots.

4-15 Vehicles/Trailers. No repairing of motor vehicles requiring more than seven (7) days to complete shall be permitted on any Lot. No motor vehicle shall be left parked, abandoned or otherwise unattended in a specific location on any portion of any Lot or street within the Subdivision for more than seven (7) days. No motor vehicle, which is not in operating condition or not bearing current license plate and registration, shall be placed or permitted to remain on the Main Road or on any

portion of any Lot. Restoration of vehicles is permitted providing all work, parts and framework are done in an enclosed garage. Any RVs, Boats, travel trailers or Class C type or style vehicle (dump trucks, 18-wheelers, etc.) shall be parked a minimum of fifty feet (50') from any Lot boundary line. No junk yards, auto salvage yards, waste facilities or metal scrap yards shall be permitted.

4-16 **Mobile Homes.** All mobile-homes are strictly prohibited.

Buyer

Article 5 Easements

5-1 **Reservation of Easements.** Easements for installation and maintenance of utilities, including Pedernales Electric Cooperative, telephone lines, etc., are reserved by Declarant. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility. The Owner of such Lot, except for maintenance of which a public utility is responsible, therein shall continuously maintain the area of each Lot and all improvements.

Article 6 General Provisions

6-1 **Enforcement.** The Developer, the ARC, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Declarant shall not have an obligation to enforce any of these provisions at law or in equity, and nothing herein shall be construed as compelling the Declarant to enforce any of these provisions. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

6-2 **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

6-3 **Covenants Running with the Land.** These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

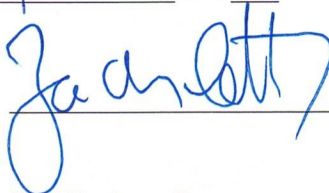
6-4 **Duration and Amendment.** The covenants, conditions, and restrictions of this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, and restrictions shall be automatically extended for successive periods of 20 years subject to termination by an instrument signed by more than 75 percent of the Owners. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by more than 75 percent of the Lot Owners. Further, Declarant reserves the right to unilaterally amend these Restrictions for five (5) years from the effective date hereof in order to make necessary alterations, corrections of typographical or grammatical errors, oversight, ambiguity or inconsistency appearing herein, provided that any such unilateral amendment by the Declarant shall be consistent with and in furtherance of the general plan and scheme of development of the acreage. Neither any

amendment nor any termination shall be effective until recorded in the real property records of Guadalupe County, Texas, and all requisite governmental approvals, if any, have been obtained.

6-5 Attorneys' Fees. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

6-6 Liberal Interpretation. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

This Declaration is executed this 9 day of September 2021




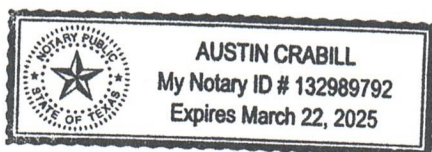
By: Zachary Potts
President of Chanan Corp., General Partner of
Fortress Ranch Investments, Ltd.

ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF Hays)

This instrument was acknowledged before me on the 9 day of September, 2021 by Zachary Potts, an individual known to me, in the recited capacity for President of Chanan Corp., General Partner of Fortress Ranch Investments, Ltd.


Notary Public

After Recording, Return To:
Fortress Ranch Investments, Ltd.
P.O. Box 1249
San Marcos, Texas 78667

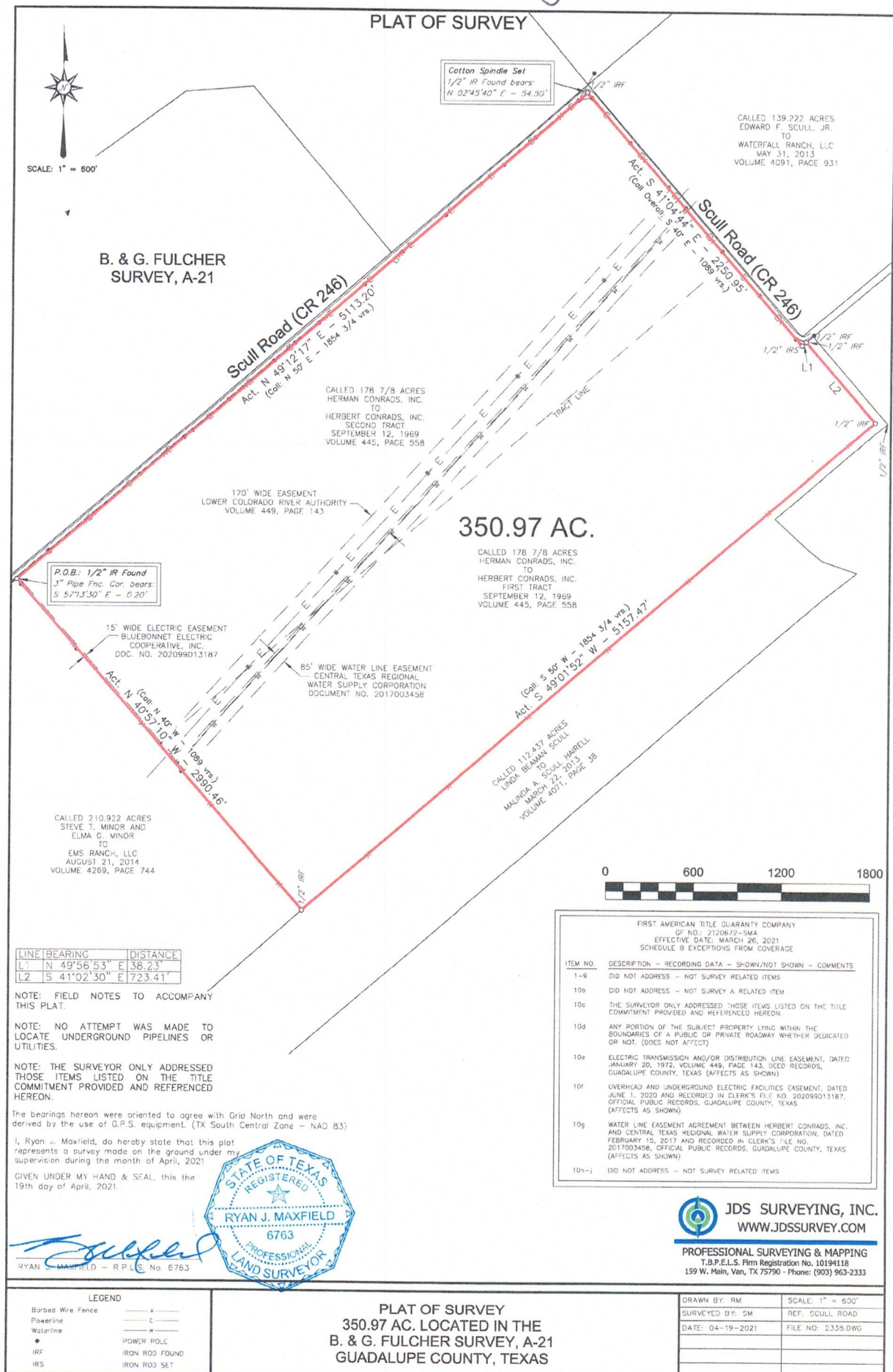


Exhibit A: pg 2 of 3

JDS SURVEYING, INC.

T.B.P.E.L.S. Firm Registration No. 10194118
159 W. MAIN - VAN, TX 75790 – Phone: (903) 963-2333

350.97 ACRES

All that certain lot, tract or parcel of land located within the B. & G. Fulcher Survey, Abstract No. 21 of Guadalupe County, Texas and being all of a called 178 7/8 acre tract, described as First Tract and all of a called 178 7/8 acre tract, described as Second Tract in a deed from Herman Conrads, Inc. to Herbert Conrads, Inc., dated September 12, 1969 and recorded in Volume 445, Page 558 of the Deed Records of Guadalupe County, Texas, and this 350.97 acre tract being more fully described as follows:

BEGINNING at a 1/2" Iron Rod Found in a Southeast line of Scull Road (County Road 246), at the common corner of said Second Tract and a called 210.922 acre tract as described in a deed from Steve T. Minor and Elma G. Minor to EMS Ranch, LLC, dated August 21, 2014 and recorded in Volume 4269, Page 744, from which a 3" Pipe Fence Corner Found bears South 57 deg. 13 min. 30 sec. East, a distance of 0.20 of a foot;

THENCE North 49 deg. 12 min. 17 sec. East, with the Southeast line of said Scull Road, a distance of 5,113.20 feet to a Cotton Spindle Set at the North corner of said Second Tract, from which a 1/2" Iron Rod Found at the West corner of a called 139.222 acre tract as described in a deed from Edward F. Scull, Jr. to Waterfall Ranch, LLC, dated May 31, 2013 and recorded in Volume 4091, Page 931 bears North 02 deg. 45 min. 40 sec. East, a distance of 54.50 feet;

THENCE South 41 deg. 04 min. 44 sec. East, with a Southwest line of said Scull Road, a distance of 2,250.95 feet to a 1/2" Iron Rod with a blue cap stamped "JDS 10194118" Set at an interior ell corner of said First Tract;

THENCE North 49 deg. 56 min. 53 sec. East, with a Southeast line of said Scull Road, a distance of 38.23 feet to a 1/2" Iron Rod Found at the most northerly common corner of said First Tract and a called 112.437 acre tract as described in a deed from Linda Beaman Scull to Malinda A. Scull Hairell, dated March 22, 2013 and recorded in Volume 4071, Page 38;

THENCE South 41 deg. 02 min. 30 sec. East, with a common line of said First Tract and said 112.437 acre tract, a distance of 723.41 feet to a 1/2" Iron Rod Found at the most southerly common corner of same;

THENCE South 49 deg. 01 min. 52 sec. West, continuing with a common line of said First Tract and said 112.437 acre tract, a distance of 5,157.47 feet to a 1/2" Iron Rod Found at the common corner of said First Tract and said 210.922 acre tract;


Exhibit A: pg 3 of 3

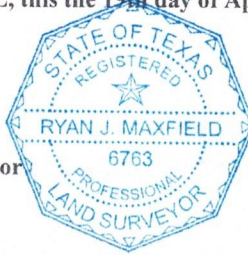
350.97 ACRES

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THENCE North 40 deg. 57 min. 10 sec. West, with the common line of said First and Second Tracts and said 210.922 acre tract, a distance of 2,990.46 feet to the POINT OF BEGINNING AND CONTAINING 350.97 ACRES OF LAND. See Map No. 2338 prepared in conjunction with these field notes. The bearings hereon were oriented to agree with Grid North and were derived by the use of G.P.S. equipment. (TX South Central Zone – NAD 83). I, Ryan J. Maxfield, do hereby state that the field notes hereon were prepared from a survey made on the ground under my supervision during the month of April, 2021.

GIVEN UNDER MY HAND & SEAL, this the 19th day of April, 2021.


Ryan J. Maxfield
Registered Professional Land Surveyor
State of Texas No. 6763



202199031662

I certify this instrument was FILED and RECORDED
in the OFFICIAL PUBLIC RECORDS
of Guadalupe County, Texas on
09/13/2021 12:07:09 PM PAGES: 10 LEAH
TERESA KIEL, COUNTY CLERK



