

respective County and/or State of Texas Health Department and/or other governing body regulating wells and septic systems.

- 2.04 Farm and ranch equipment, trailers, recreational vehicles, boats and UTV/ATV equipment must be stored at least one hundred (100) feet from any right-of-way.
- 2.05 No hunting blinds/stands/game feeders shall be placed within fifty (50) feet of the boundary line of any Lot.
- 2.06 Lots may not be subdivided into tracts of less than fifteen (15) acres.
- 2.07 No structure shall be erected on any Lot nearer than one hundred (100) feet from the front property line, or thirty (30) feet from the side or rear property lines.
- 2.08 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.
- 2.09 Abandoned or inoperative equipment, vehicles or junk shall not be permitted, placed or stored on any Lot.
- 2.10 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.
- 2.11 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.
- 2.12 All hunting must be done in compliance with the rules and regulations of Texas Parks and Wildlife Department. Prolonged or consistent discharge of firearms shall not be allowed on any Lot.
- 2.13 Mineral exploration of any type which will damage the surface shall not be permitted on any Lot.
- 2.14 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.
- 2.15 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, 2051, 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 and Kerr 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 and Kerr 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 9 day of November, 2022.

DECLARANT:

Alton Ahrens

ALTON AHRENS

Barbara Ahrens

BARBARA AHRENS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

California
THE STATE OF ~~TEXAS~~ §
COUNTY OF Kern §

This instrument was acknowledged before me on this the 9 day of November, 2022, by ALTON AHRENS.

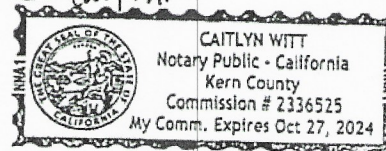
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

California
THE STATE OF ~~TEXAS~~ §
COUNTY OF Kern §

This instrument was acknowledged before me on this the 9 day of November, 2022, by BARBARA AHRENS.

Caitlyn Witt

Notary Public in and for the State of ~~Texas~~ California



Caitlyn Witt

Notary Public in and for the State of ~~Texas~~ California

