

improvements to any portion of the Property, whether above or below grade, including, but not limited to, buildings, barns, carports, fences, pens, well houses, entryways, gates, recreation areas, utility installations, driveways, and any exterior additions including any changes or alterations thereto.

"Owner" shall mean and refer to the record owner (including Declarant), whether one or more persons or entities, of a fee simple title to any Tract including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Property" shall mean and refer to that certain real property hereinbefore described as that certain subdivision known as REWARDS RANCH SUBDIVISION (hereinafter referred to as the "Subdivision"), situated in Edwards County, Texas, comprised of Rewards Ranch Subdivision, a subdivision of land containing 1,243.84 acres of land, more or less, in Edwards County, Texas, and being comprised of all or parts of the following surveys: 641.72 acres in the H.E. & W.T. RR. Co. Survey No. 2, Block "F", Abstract No. 2634; 391.70 acres in the J. Simpson Survey No. 3, Block "F" Abstract No. 389; 150.56 acres in the J. Simpson Survey No. 12, Block "F" Abstract No. 2633, 58.06 acres in the J. Joy Survey No. 12 ¾, Block "F" Abstract No. 2550; and 1.75 acres in the H.E. & W.T. RR. Co. Survey No. 67, Block "D" Abstract No. 379, plat of which is recorded at Volume 4, Page 5 of the Plat Records of Edwards County, Texas.

"Tract" or "Lot" shall mean and refer to any plot of land which is out of the Property.

ARTICLE II.

UTILITY EASEMENTS

Section 1. Reservation of Utility Easements. Declarant reserves unto Declarant and Declarant's successor and/or assigns, an easement for utility purposes ten (10) feet wide on each side of all Tract boundary lines, and twenty (20) feet in width along the boundary line of any Tract which boundary line does not abut another Tract within the Subdivision, for the installation and maintenance of utilities, including but not limited to water, electric, telephone, sewer, gas, cable television, internet, fiber optic, and other utility lines, equipment and facilities, with the right of ingress and egress to and from and across each Tract and the Property to employees of utilities owning such utility lines, equipment or facilities, or supplying such utilities. Declarant shall have the right, without the necessity of joinder by any Owner, to execute and deliver any and all instruments that may be required by any provider of such utilities in order to grant or assign such provider the right to utilize the easement reserved hereby to provide such utilities.

ARTICLE III.

ADDITION OF LAND

Section 1. Addition of Land. Declarant hereby reserves to itself and shall hereafter have

the right, but not the obligation at any time and from time to time, in its sole and absolute discretion, and without notice to or the approval of any party or person whomsoever or whatsoever, to impose this Declaration or a substantially similar Declaration upon additional property adjacent, contiguous or nearby to the Property (the "added Property"). Declarant may, at any time and from time to time, add any other lands to the Property, and upon such addition, this Declaration and the covenants, conditions, restrictions, obligations, utility and roadway easements set forth herein shall apply to and inure to the benefit of the added land, and the rights, privileges, duties and liabilities of the persons subject to the Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration, unless such supplemental Declaration shall provide for changes to the Declaration to deal with the unique character of Declarant's overall development plans for the added property. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Official Public Records of Edwards County, Texas, a notice of addition of land (in the form of a Supplemental Declaration) containing the following provisions:

- (a) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records wherein this Declaration is recorded;
- (b) A statement that the provisions of this Declaration shall apply to the added land;
- (c) A legal description of the added land;
- (d) A conveyance of an access easement over the roadway or roadways; and
- (e) Any covenants, conditions, or restrictions that are different or unique to the added land.

ARTICLE IV.

RESTRICTIVE COVENANTS

The Declarant hereby declares that the Property shall henceforth be owned, held, transferred, sold and conveyed subject to the following covenants, conditions and restrictions which are intended for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on Declarant and all Owners, and their respective heirs, successors and assigns, and which shall inure to the benefit of Declarant and each Owner of any part of the Property, and their respective heirs, successors and assigns.

- (1) Not more than one single-family residence may be erected on the Tract unless a variance is granted by Grantor for additional residences. In addition, Servant's quarters, one (1) guest house, and related outbuildings, barns, stables, pens, fences and other similar improvements may be constructed or erected on the Tract.
- (2) Communal residences are prohibited.

(3) A residence or dwelling shall not be occupied until plumbing is connected to a septic system or other water disposal system which has been approved by Edwards County Sanitation Department and/or State of Texas Health Department and/or other governing body regulating wells and septic systems. Discharge of sewage from a RV, residence, or cabin is strictly prohibited and illegal unless it is discharged into a permitted septic system installed by a licensed installer.

(4) Recreational vehicles, travel trailers, and buses, shall not be used as a residence (permanent or temporary) on the Tract.

(5) No fence shall exceed a height of 60 inches, provided fencing that surrounds a residence and encloses no more than one acre, may exceed 60 inches in height.

(6) Permanent or temporary improvements or structures, recreation vehicles, travel trailers, camp sites, hunting blinds and or deer feeders shall not be stored, placed or erected nearer than 200 feet from any boundary of a Tract that abuts the boundary of another Tract.

(7) In the event any Owner shall own two tracts that abut each other, the abutting boundary line shall not be subject to the setback restrictions.

(8) Upon submission of a written request to the Grantor, the Grantor may, from time to time in its sole discretion, permit the Owner to deviate from any restriction. Such variances must, in the Grantor's sole discretion, not detrimentally affect the integrity of the Subdivision. The Grantor shall not be liable to any Owner for claims, causes of action, or damages arising out of the grant or denial of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant to any Owner of a variance of a restriction shall not constitute a waiver of the Grantor's right to strictly enforce the covenants and restrictions provided hereunder, against any other Owner.

If written notice of approval of the variance request has not been delivered to the requesting Owner within thirty (30) days of the date of submission of the request, it shall be conclusively presumed that the Grantor has denied the request for a variance.

(9) The Tract shall not be used for any manufacturing activity, commercial or day lease hunting activities or business, commercial mining operation or any type of commercial activity or business unless the commercial or business activity is conducted within a home office.

(10) No commercial hog raising activity or business shall be permitted on the Property.

(11) There shall be no commercial feedlot operation or commercial breeding of animals or fowl on the Tract. Animals used for grazing a tract while simultaneously raising young (e.g., a cow/calf operation) shall not be considered commercial breeding of animals.

(12) Abandoned or inoperative equipment, vehicles, trailers or junk shall not be stored or maintained on the Tract. Dumping or placing of unsightly objects on the Tract is prohibited and Owners shall keep each Tract clean and neat in appearance and free of litter at all times.

(13) The Tract shall not be divided into a Tract containing less than 50 acres.

(14) No Hunting Blinds/ Stands/ Game Feeders shall be placed within 200 feet of the boundary of the Tract unless the abutting Tract is owned by the same Owner.

(15) No noxious or offensive activity shall be conducted on the Tract nor shall anything be done thereon which may be or become an annoyance or nuisance to any adjoining tract. No tract shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Texas, or the County of Edwards if applicable or any other government agency having jurisdiction thereof.

(16) No fence or gate of any kind shall be constructed or maintained upon any access roadway.

ARTICLE V.

TERM

The covenants and restrictions set forth in this Declaration are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under them until January 1, 2045, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by Owners of at least fifty-one percent (51%) of the Tracts has been recorded agreeing to terminate said covenants and restrictions in whole or in part; provided that, if Declarant owns any interest in the Property at the time, the covenants and restrictions may only be terminated if the Declarant joins in executing such instrument.

ARTICLE VI.

ENFORCEMENT

Section 1. Right of 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, reserves 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, condition or restrictions herein contained.

ARTICLE VII.

PARTIAL INVALIDITY

The invalidation of any of the terms, provisions, covenants, conditions or restrictions contained in this Declaration, by judgment, court order, operation of law or otherwise, shall in no way affect the validity any of the other terms, provisions, covenants, conditions or restrictions hereof, which shall remain in full force and effect.

ARTICLE VIII.

AMENDMENT

(a) Except as otherwise provided herein, as long as Declarant owns any interest in the Property, the Declarant and the Owners (but expressly excluding their respective mortgagee's, if any) of at least fifty percent (50%) of the Tracts may amend this Declaration, by executing and filing an instrument containing such amendment, in the office of the County Clerk of Edwards County, Texas. Except as otherwise provided herein, from and after the date that Declarant no longer owns any interest in the Property, the Owners (but expressly excluding their respective mortgagee's, if any) of at least eighty percent (80%) of the Tracts may amend this Declaration by executing and filing an instrument containing such amendment, in the office of the County Clerk of Edwards County, Texas.

(b) Notwithstanding anything to the contrary, as long as Declarant retains an ownership interest in the Property, 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 the exercise of its good faith judgment. Said amendment shall be effective upon filing of the instrument containing such amendment in the office of the County Clerk of Edwards County, Texas.

ARTICLE IX.

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. Noncompliant conditions shall be allowed to exist on a Tract only upon the Owner obtaining a written variance in accordance with the applicable provisions herein. 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 by said Declarant, this _____ day of _____, 2021.

HAHN GROUP LLC

By: _____
MONTY L. HAHN, Manager

By: _____
ZACHARY MILES HAHN, Manager

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2021, by MONTY L. HAHN, Manager of HAHN GROUP, LLC, a Texas Limited Liability Company, on behalf of said entity.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2021, by ZACHARY MILES HAHN, Manager of HAHN GROUP, LLC, a Texas Limited Liability Company, on behalf of said entity.

Notary Public, State of Texas

HAHN GROUP, LLC

TO

THE PUBLIC

DECLARATION OF ROAD MAINTENANCE AGREEMENT,
ROADWAY EASEMENT, AND UTILITY EASEMENT OF
REWARDS RANCH SUBDIVISION

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF EDWARDS §

THAT, HAHN GROUP, LLC, a Texas limited liability company, is the owner of those certain tracts of land known as REWARDS RANCH SUBDIVISION (hereinafter referred to as the "Subdivision"), situated in Edwards County, Texas, comprised of Rewards Ranch Subdivision, a subdivision of land containing 1,243.84 acres of land, more or less, in Edwards County, Texas, and being comprised of all or parts of the following surveys: 641.72 acres in the H.E. & W.T. RR. Co. Survey No. 2, Block "F", Abstract No. 2634; 391.70 acres in the J. Simpson Survey No. 3, Block "F" Abstract No. 389; 150.56 acres in the J. Simpson Survey No. 12, Block "F" Abstract No. 2633, 58.06 acres in the J. Joy Survey No. 12 ¾, Block "F" Abstract No. 2550; and 1.75 acres in the H.E. & W.T. RR. Co. Survey No. 67, Block "D" Abstract No. 379, plat of which is recorded at Volume 4, Page 5 of the Plat Records of Edwards County, Texas, herein the "Property", as such, desiring to create and carry out a uniform plan for the improvement, development, and sale of the subdivided tracts situated within the Property, does hereby adopt and establish the following easements, restrictions, covenants and conditions ("Protective Covenants") to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described Property therein, which easements, restrictions, covenants and conditions 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 easements, restrictions, covenants and conditions shall inure to the benefit of each owner thereof; and each contract or deed which may be executed with regard to any of such property shall be conclusively held to have been executed, delivered and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I.

DEFINITIONS

"Declarant" shall mean and refer to HAHN GROUP, LLC, a Texas limited liability company, its successors and assigns, if successors or assigns should acquire substantially all of the undeveloped and unsold lots or acreage from the Declarant for the purpose of development.

"Declaration" shall mean this instrument as it may be amended from time to time.

"Managing Owner" shall mean HAHN GROUP, LLC or such other Owner who, pursuant

to the terms and provisions of Article IV of this Agreement (dealing with Managing Owner) becomes a successor person or entity charged with the rights, privileges, duties, obligations, and liabilities assigned to the Managing Owner in this Agreement.

"Owner" shall mean and refer to the record owner, whether one or more persons of a fee simple title to any Tract, or any subdivision of a Tract, including contract Sellers, but excluding those having such interest merely as security for the performance of an obligation, and their heirs, successors and assigns.

"Property" shall mean and refer to that certain platted subdivision known as REWARDS RANCH SUBDIVISION (hereinafter referred to as the "Subdivision"), situated in Edwards County, Texas, comprised of Rewards Ranch Subdivision, a subdivision of land containing 1,243.84 acres of land, more or less, in Edwards County, Texas, and being comprised of all or parts of the following surveys: 641.72 acres in the H.E. & W.T. RR. Co. Survey No. 2, Block "F", Abstract No. 2634; 391.70 acres in the J. Simpson Survey No. 3, Block "F" Abstract No. 389; 150.56 acres in the J. Simpson Survey No. 12, Block "F" Abstract No. 2633, 58.06 acres in the J. Joy Survey No. 12 $\frac{3}{4}$, Block "F" Abstract No. 2550; and 1.75 acres in the H.E. & W.T. RR. Co. Survey No. 67, Block "D" Abstract No. 379, plat of which is recorded at Volume 4, Page 5 of the Plat Records of Edwards County, Texas.

"Tract" shall mean any subdivision of the Property resulting in parcels out of the Property.

ARTICLE II.

ADDITION OF LAND

Section 1. Addition of Land. Declarant hereby reserves to itself and shall hereafter have the right, but not the obligation at any time and from time to time, in its sole and absolute discretion, and without notice to or the approval of any party or person whomsoever or whatsoever, to impose this Declaration or a substantially similar Declaration upon additional property adjacent, contiguous or nearby to the Property (the "added Property"). Declarant may, at any time and from time to time, add any other lands to the Property, and upon such addition, this Declaration and the covenants, conditions, restrictions, obligations, utility and roadway easements set forth herein shall apply to and inure to the benefit of the added land, and the rights, privileges, duties and liabilities of the persons subject to the Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration, unless such supplemental Declaration shall provide for changes to the Declaration to deal with the unique character of Declarant's overall development plans for the added property. In order to add lands to the Property hereunder, Declarant shall be required only to record in the Official Public Records of Edwards County, Texas, a notice of addition of land (in the form of a Supplemental Declaration) containing the following provisions:

(a) A reference to this Declaration, which reference shall state the book and page numbers of the Official Public Records wherein this Declaration is recorded;

- (b) A statement that the provisions of this Declaration shall apply to the added land;
- (c) A legal description of the added land;
- (d) A conveyance of an access easement over the roadway or roadways; and
- (e) Any covenants, conditions, or restrictions that are different or unique to the added land.

ARTICLE III.

ROADWAY EASEMENTS

3.01 Sixty foot (60') wide roadway tracts (herein roadway tract) are shown, described and delineated as 60.0' Wide Road Easement on the plat of Rewards Ranch recorded at Volume 4, Page 5, of the Plat Records of Edwards County, Texas.

3.02. Declarant will construct the streets and roads over the roadway tract which provide ingress, egress and regress to the Properties (the "Roadway or Roadways"). Declarant hereby dedicates the Roadways for the common use of all Owners, and does hereby grant to all such Owners, their heirs, successors and assigns, and their agents, licensees, guests, tenants, invitees and permittees, the free nonexclusive and uninterrupted use, liberty, privilege and easement of passage in and along the Roadways, together with free ingress, egress and regress, over and across the same, at all times and seasons forever, in, along, upon and out of said way (the "Roadway Easement"). The right to use and enjoy the Roadway Easement shall exist in favor of and shall inure to the benefit of the Owners, and each of them, and each of their respective heirs, successors and assigns, and their respective agents, licensees, tenants, guests, invitees and permittees in common with each other, the Declarant, the Declarant's successors and assigns, and their respective agents, licensees, tenants, guests, invitees and permittees. The Roadway Easement shall further be deemed an easement appurtenant to the Property, and the added Property and each and every portion thereof. The right of ingress and egress provided by the Roadway Easement may be exercised by any reasonable means, whether now in existence or known or whether by a means which may come into existence in the future, and regardless of any increased burden which may result from such use.

3.03 THE ROADWAY CONSTRUCTED UPON THE ROADWAY TRACT WILL BE MAINTAINED AND REPAIRED BY MAINTENANCE ASSESSMENTS WHICH ARE COLLECTED FROM OWNERS OF TRACTS WITHIN THE PROPERTY.

3.04 ALL ROADWAYS PROVIDING ACCESS TO THE REWARDS RANCH SUBDIVISION, A PLATTED SUBDIVISION IN EDWARDS COUNTY, TEXAS, (THE "SUBDIVISION") SHALL BE PRIVATELY MAINTAINED BY THE OWNERS OF TRACTS IN THE SUBDIVISION. EDWARDS COUNTY, TEXAS SHALL NOT BE

RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE ROADWAY. THE ROADWAY FOR ACCESS TO THE SUBDIVISION WILL BE MAINTAINED AND REPAIRED BY MAINTENANCE ASSESSMENTS WHICH ARE COLLECTED FROM OWNERS OF TRACTS WITHIN THE SUBDIVISION. BY ACCEPTANCE OF A DEED TO A TRACT WITHIN THE SUBDIVISION, EACH OWNER OF SUCH TRACT COVENANTS AND AGREES TO WAIVE ANY RIGHT SUCH OWNER MAY HAVE TO DEMAND OR COMPEL THE MAINTENANCE OR REPAIR OF THE ROADWAYS OF THE SUBDIVISION BY EDWARDS COUNTY, TEXAS AND IS ESTOPPED FROM DOING SO.

3.05 Each Owner agrees that no Owner may impede, block, obstruct or otherwise interfere with the use of the roadway easement by any other Owner.

ARTICLE IV.

MAINTENANCE AGREEMENT

4.01 Each Owner agrees to pay all assessments which may be made on their respective Tract for the purpose of maintaining, repairing and replacing a roadway upon the roadway tract. These expenses (herein "maintenance expenses") may include, but shall not be limited to, (1) the reconstruction, repair, maintenance, upkeep or replacement of the roadway, shoulders, drainage ditches, concrete slab and culverts, if any, as an all-weather roadway, and (2) the costs of professional and other outside services, labor, equipment, and materials necessary to carry out the purpose as set out herein.

4.02 Beginning January 1, 2022, the Owner of each Tract of land out of the Property shall pay to the Managing Owner \$300.00 per year (the annual maintenance assessment) without deductions, set off or prior demand, as its contribution to costs and expenses for the repair, maintenance, restoration and improvement of the roadway.

4.03 If any of the Tracts are divided by an Owner of a Tract, the maintenance assessment shall be a charge upon each of the resulting tracts after the division.

4.04 In the event the Managing Owner has obtained proposals and bids for repair, maintenance and improvement of the roadway which will exceed the annual maintenance assessments (extraordinary maintenance expense), notice shall be given to each owner in writing at their mailing address for receipt of tax statements from the Edwards Central Appraisal District, fifteen (15) days prior to the proposed date of a meeting to consider proposed extraordinary maintenance expenses, together with a notification of the place of meeting which shall be in Edwards County, Texas. A quorum for the purpose of approving a proposal for an extraordinary maintenance expense expenditure shall be the attendance of Owners, or their agents acting by written proxy, owning at least 50% of the acreage within the Property. Approval by Owners, or their agents acting by written proxy, representing more than 50% of the acreage in the Property in attendance at a quorum and the Declarant, if the Declarant owns any

portion of the Property, shall be required for the approval of an extraordinary maintenance assessment.

4.05 Any Owner who shall fail to deliver their annual maintenance assessment or their extraordinary maintenance assessment to the Managing Owner, within thirty (30) days of the date of receipt of notice of assessment, shall be in default. In the event any Owner shall advance the amount which is due by the defaulting Owner for the payment of the defaulting Owner's maintenance assessment, the advancing Owner shall be entitled to recover from the defaulting Owner the amount in default, interest at the rate of 10.00% per annum from and after the date that the defaulted amount is advanced by the advancing Owner, together with court costs and reasonable and necessary attorney's fees incurred in collection. The maintenance assessments, together with interest, court costs and reasonable and necessary attorney's fees shall be a charge on the defaulting Owner's Tract and shall be secured by a continuing lien upon the Tract provided a notice of lien has been filed in the Official Public Records, Edwards County, Texas. The inception date of the lien shall be the date of its filing. The lien to secure the payment of maintenance assessments shall be subordinate to the lien of any home equity, purchase money or improvement lien made upon the tract. The validity, enforcement, and priority of the lien shall be subject to the filing of a notice of default in the payment of maintenance assessments in the Official Public Records of Edwards County, Texas.

ARTICLE V.

MANAGING OWNER

5.01 Term of Office. Except as otherwise provided in this Article V, the term of office for the Managing Owner shall commence upon the effective date of this Agreement and shall end upon the earliest of the following dates:

Two (2) years from commencement of the term of office, the date of death of the Managing Owner, the effective date of the resignation of the Managing Owner, the date of removal from office in accordance with the terms and provisions of Section 5.02, or the expiration of the maintenance term of this Agreement.

5.02 Resignation or Removal From Office. The Managing Owner, in the sole and absolute discretion of the Managing Owner, may resign effective as of thirty (30) days next following written notice to all other Owners. The Managing Owner may be removed from office without cause by the Owners representing at least two-thirds (2/3rds) of the total acreage within the Property.

5.03. Election of Successor of Managing Owner. Upon expiration of the term of office or the resignation or removal from office of the Managing Owner, any Owner may, upon ten (10) calendar days written notice to all other Owners, call a meeting of Owners for the purpose of appointing a successor Managing Owner. The successor Managing Owner must be an Owner and the appointment of a successor Managing Owner shall require approval of the Owners

representing more than fifty percent (50%) of the total acreage of the Property.

5.04. Accounting. On or before January 31 of each calendar year, the Managing Owner shall provide an accounting in writing to all of the Owners of the receipts and expenses for the prior calendar year, supported by evidence of the source of the receipt and the statement and/or invoice for any expense incurred.

ARTICLE VI.

EASEMENTS – UTILITY

Section 1. Reservation of Utility Easements. Declarant reserves unto Declarant and its successor and/or assigns, perpetual easements (the “Utility Easements”) for the installation and maintenance of underground utilities and all necessary appurtenances thereto, along and within, (i) the Roadway Easement, (ii) ten (10) feet along and outside of all boundaries of the Roadway Easement, (iii) ten (10) feet of the rear, front and side boundary lines of all Tracts, and (iv) twenty (20) feet along the entire perimeter boundary of the Subdivision; with the authority to place, construct, operate, maintain, relocate and replace underground utility lines, systems and equipment thereon for electrical, cable TV, fiber optic, internet, telephone and other forms of communications and services. Nothing shall be placed or permitted to remain within the easement areas which may damage or interfere with the installation and maintenance of utilities. Utility providers shall have all of the rights and benefits necessary and convenient for the full enjoyment of the rights herein granted, including, but not limited to the free right to ingress to, and egress from, easement areas, and the right from time to time to cut and trim all trees, undergrowth and other obstructions that may injure, endanger or interfere with the installation, operation or maintenance of utilities. Declarant shall have the right, without the necessity of joinder by any Owner, to execute and deliver any and all instruments that may be required by any provider of such utilities in order to grant or assign such provider the right to utilize the easement reserved hereby to provide such utilities.

Section 2. Changes, Additions, and Reservations. Declarant reserves the right to make changes in and additions to the easements described in this Article IV for the purpose of more efficiently and economically installing any Improvements. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, (i) to grant, dedicate, reserve or otherwise create easements for utility purposes, (including, without limitation, water, sewer, gas, electricity, telephone, cable television, internet, and fiber optic) in favor of any person or entity furnishing or to furnish utility services to the Property, but only to the extent reasonably necessary and appropriate, and (ii) to execute and deliver any and all instruments and documents in connection therewith, including, without limitation, any and all instruments and documents that may be required by any provider of such utilities.

ARTICLE VII.

TERM

The covenants and conditions set forth in this Declaration are made and adopted to run

with the land and shall be binding upon the undersigned and all parties and persons claiming through and under them until January 1, 2045, at which time said covenants and conditions shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by Owners owning at least fifty-one (51%) of the total acreage in the Property has been recorded agreeing to terminate said covenants and conditions in whole or in part; provided that, if Declarant owns any interest in the Property at the time, the covenants and restrictions may only be terminated if the Declarant joins in executing such instrument.

ARTICLE VIII.

ENFORCEMENT

Any Owner, shall have the right to enforce, by proceedings at law or in equity, the terms, provisions, covenants, restrictions, and conditions 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.

ARTICLE IX.

PARTIAL INVALIDITY

The invalidation of any of the terms, provisions, covenants, restrictions, or conditions contained in this Declaration, by judgment, court order, operation of law or otherwise, shall in no way affect the validity any of the other terms, provisions, covenants, restrictions, or conditions hereof, which shall remain in full force and effect.

ARTICLE X.

AMENDMENT

The Declarant may amend this Declaration at any time by executing and filing an instrument containing such amendment in the Office of the County Clerk of Edwards County, Texas.

The Owners (but expressly excluding their respective mortgagee's, if any) of at least 80% of the acreage in the Property and the Declarant, if Declarant owns any portion of the Property, may amend this Declaration by executing and filing an instrument containing such amendment, in the office of the County Clerk of Edwards County, Texas.

ARTICLE XI.

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.

ARTICLE XII.

BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the Managing Owner, the Owners and their respective heirs, successors and assigns.

EXECUTED this _____ day of _____, 2021.

HAHN GROUP LLC

By: _____
MONTY L. HAHN, Manager

By: _____
ZACHARY MILES HAHN, Manager

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2021, by MONTY L. HAHN, Manager of HAHN GROUP, LLC, a Texas Limited Liability Company, on behalf of said entity.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2021, by ZACHARY MILES HAHN, Manager of HAHN GROUP, LLC, a Texas Limited Liability Company, on behalf of said entity.

Notary Public, State of Texas