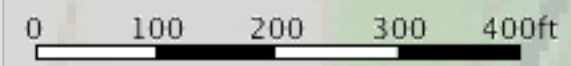
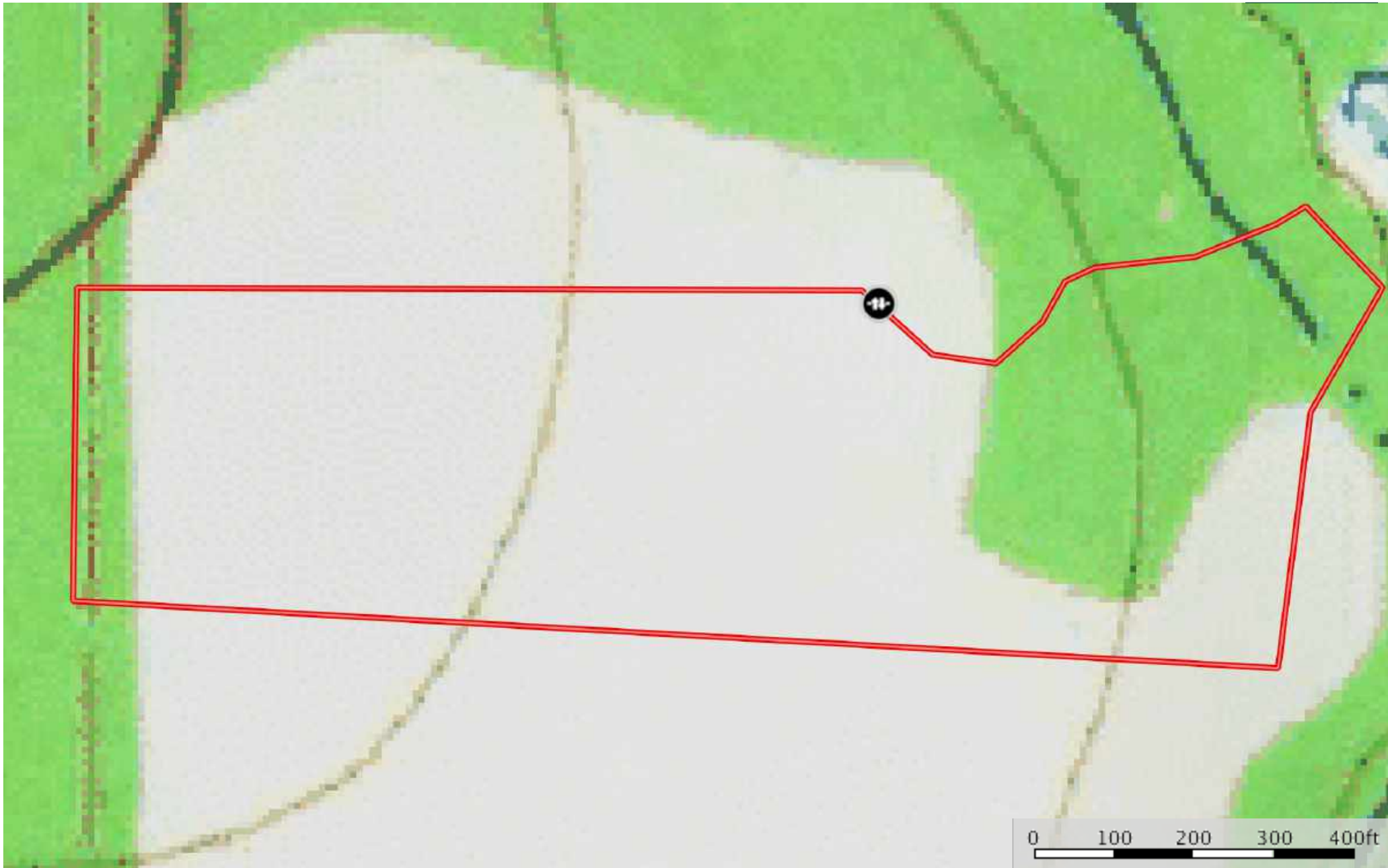


 Gate  Boundary



 Gate  Boundary



**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS; CREATION OF
EASEMENT; AND ROAD MAINTENANCE
AGREEMENT
COOL SPRINGS RANCH**

5 OWNERS
O'heary's

THE STATE OF TEXAS)
) **KNOW ALL MEN BY THESE PRESENTS THAT:**
COUNTY OF GILLESPIE)

A. The DECLARANTS whose name are affixed below are the owners of that 130 acre tract of land in Gillespie County, Texas, referred to herein as "the Subject Property", more particularly described in Exhibit "A", attached hereto and made a part hereof.

B. DECLARANTS intend to subdivide and convey portions of the Subject Property subject to certain protective covenants, conditions and restrictions for purpose of enhancing the value and desirability of such property.

C. DECLARANTS further intend by this instrument to create an easement for ingress, egress, and utilities appurtenant to portions of the subject property, and to establish procedures for the joint use and maintenance of the improvements on the easement, which will consist of an improved dirt road approximately 10' in width, culverts, creek crossing, utilities, and solar entry gate.

NOW, THEREFORE, it is hereby declared that all of the subject property shall be owned, held, used, transferred and conveyed subject to all of the terms and provisions set forth below, which are for the purpose of protecting the value and desirability of said property, to run with the land thereof, and to be binding on all parties having a right, title or interest in or to the subject property or any part thereof, and their heirs, successors and assigns, and which restrictions, covenants and conditions shall inure to the of each owner thereof. 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 forth therein.

DEFINITIONS

1.01. **DECLARANTS** shall mean those persons executing this Declaration as Declarants.

1.02. **OWNER** shall mean the record owner, whether one or more persons or entities, of the fee simple title to any portion of the Subject Property, excluding those having an interest therein merely as security for the performance of an obligation.

1.03. **TRACT** means any portion of the subject property owned by an Owner.

II.

BUILDING REQUIREMENTS

2.01. All Tracts shall be used solely for residential and agricultural purposes. No more than one single-family dwelling shall be erected or maintained on a single Tract. An Owner may also construct two (2) guest homes and other related improvements on a Tract, so long as such improvements are for the personal use of the Owner and guests or invitees of the Owner. A bed and breakfast ("B&B") shall be considered a "guest house".

2.02. All primary residences shall be newly-constructed on the site, with at least 50% of the exterior surfaces (exclusive of windows, door openings, and garage doors) to be masonry, stucco, or rock. All primary residences shall have a minimum square footage of living space (exclusive of garages, porches and decks) of 2000 square feet. An Owner may incorporate historical and other previously-used building materials and fixtures into a newly-constructed primary residence.

2.03. A residence shall not be occupied until the exterior thereof shall be completely finished and the house connected to a septic tank or other waste disposal system approved by the County and/or State Health Department, or other governing agency controlling wells and septic tanks.

2.04. Mobile homes, modular homes, and trailer houses are prohibited; provided, however, that modular homes may be used as guest houses as long as the exterior walls are of a non-metal surface; provided, further, that a mobile home or trailer may be occupied on the Tract by the Owner while a primary residence is under construction on such Tract.

2.05. Any Owner may fence the perimeter of their Tract at the Owner's sole cost and expense. The fence shall be constructed of new material, and shall be completed and maintained in good and workmanlike manner regarding quality and appearance, and shall be constructed and designed to restrain livestock. Until such time as an Owner completes the construction of a fence, Declarants and their agents and lessees may graze livestock upon any other Owner's

Tract without compensation or lease payment to any other Owner. Upon completion of the construction of a fence by any other Owner, all rights of Declarants to graze livestock on that Owner's Tract shall cease. As long as Declarants are grazing cattle on any other Owner's Tract, Declarants shall indemnify, hold and defend such Owner harmless from liability for injury to persons and damage to property caused by such livestock.

III.

SETBACKS

3.01. No new residence, guest house, or other permanent structure shall be constructed nearer than 100 feet from any property line with an adjoining Tract within the Subject Property; provided, however, that such restriction may be waived by written instrument between the Owner constructing the structure and the adjoining Owner.

3.02. All poultry shall be kept fenced at least 50 feet from any property line with an adjoining tract within the Subject Property.

IV.

USE RESTRICTIONS

4.01 Except as otherwise provided in this Section, no commercial or manufacturing activity shall be conducted on any Tract, nor shall any activity be conducted which creates, or has the possibility of creating, any environmental hazard to other Owners. However, the following commercial operations shall be permitted:

(A) The growing, processing, and sale of agricultural products or commodities, including by illustration a vineyard or winery, and the raising of livestock, poultry, and other animals;

(B) Home occupations which do not involve signage or customer visits;

(C) B&Bs.

4.02. All Tracts shall be kept neat and clean in appearance and free of debris at all times, including the periodic mowing of grass and weeds to enhance the beauty of the Tract and act as a fire protection measure. Garbage and refuse shall not be disposed of or buried on any Tract. No activity shall be conducted on any Tract which results in unreasonable levels of noise, dust, smoke, or odors causing a nuisance to any adjoining Tract, other than temporary conditions such as construction noise, farming operations, and agricultural burning.

4.03 Swine shall not be kept on any tract, except when raised by youth as part of a 4-H or FFA project and sheltered and kept within the boundaries of the Tract at all times.

4.04. No mineral exploration or extraction of any type shall be permitted on any Tract at any time, other than exploration for and extraction of water for use on that Tract.

4.05. No Tract may be subdivided into any tract less than 10 acres in size, it being the intent of Declarants that all of the subject property remain low density and rural in character.

4.06. Declarants hereby declare that the subject property will be subdivided in such a manner as to provide legal access by each Tract to the creek which traverses the property, and that the creek constitutes a valuable element of the beauty and desirability of each Tract. No Owner shall in any manner divert the natural course of any portion of the creek, nor shall they cause to be deposited into the creek any debris or other substance. Any Owner may construct on their portion of the creek ponds or stock tanks of reasonable size, as long as the flow of the creek is not interrupted after construction of such pond or tank.

V.

CREATION OF ACCESS EASEMENT,
AND MAINTENANCE AGREEMENT

5.01. Attached hereto as Exhibit "B" is a centerline description of a sixty (60) foot wide roadway easement (hereinafter "the Easement") over the Subject Property providing access to certain portions of the subject property. Such description is also shown on the diagram attached hereto as Exhibit "C". Declarants hereby dedicate, grant, and convey to each Tract which abuts any part of such roadway a perpetual, nonexclusive easement for ingress, egress, regress, and utilities over, under and across the area described in the Easement for the uninterrupted access to and from the Tracts for the use and benefit solely of the Owners of each such Tract, and their heirs, successors, assigns, and their agents, employees, guests, and permittees. In the event that any Tract is divided into two or more Tracts, each Tract resulting from such division shall have the easement rights granted by this Paragraph and shall be subject to the maintenance provisions thereof.

5.02. The easement shall be privately maintained solely by the Owners of the Tracts served by the Easement. Gillespie County, Texas shall not be responsible for the maintenance or repair of the Easement. The Easement will be maintained and repaired by maintenance assessments which shall be collected from each Owner whose Tract is served by the Easement. Each Owner whose Tract fronts on any portion of the easement, by acceptance of a deed (whether or not it shall be so expressed in such deed), shall pay an equal share of all assessments which shall be levied for the purpose of maintaining, repairing and/or replacing the road, entry gate, culverts, creek crossing, and utilities in the Easement. These expenses shall include actual construction costs, and the costs of professional and other outside services, labor, equipment, and materials necessary to carry out such purposes.

5.03. At such time as any Owner shall propose the expenditure of funds for maintenance expenses, notice shall be given to each other affected Owner in writing, at their mailing address for receipt of tax statements, thirty (30) days prior to the proposed date of a meeting to consider

proposed maintenance expenses, at a place within Gillespie County, Texas. A quorum for such meeting shall consist of Owners representing more than 50% of the acreage of affected Owners, either in person or by written proxy. Whenever the Owners approve a maintenance expense, they shall also designate one Owner who shall have the authority to contract for such work, and who shall bill each other Owner in writing for their share of the cost of such work. All such costs shall be advanced by each Owner prior to commencement of the work. Any Owner who fails to pay their maintenance assessment within thirty (30) days of such billing shall be in default thereof, in which event any Owner who advances the share of the non-paying Owner shall be entitled to 10% interest per annum from the defaulting Owner on the amount thereof, together with costs of suit and reasonable attorneys fees. Such charges shall be a charge on the defaulting Owner's Tract and shall be secured by a continuing lien upon the Tract after a notice of lien has been filed in the Official Public Records of Gillespie County, Texas. The lien to secure the payment of maintenance assessments shall be subordinate to any purchase money lien, improvement lien, or home equity loan 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 expense assessments in the Official Public Records of Gillespie County, Texas.

5.04. No Owner shall place, or permit or caused to be placed, any personal property or obstruction in or over any portion of the Easement. No gate shall be erected on any part of the Easement, other than the entry gate, without the prior written consent of all other Owners using the Easement. Any Owner who causes, or whose guests or invitees cause, damage to the road or any of the improvements on the Easement, shall be solely liable for the cost of repair thereof.

VI.

MISCELLANEOUS PROVISIONS

6.01. This Declaration shall be binding upon and inure to the benefit of all parties claiming under Declarants until January 1, 2025, at which time it shall be automatically extended without further notice until such time that the Owners of a majority of the Tracts by acreage shall execute an instrument waiving or amending this Declaration or any provision thereof. An amendment shall be effective when reduced to writing filed in the Official Public Record of Gillespie County, Texas.

6.02. If any term or provision of this instrument or the application thereof shall be held to be invalid, all other terms and provisions of this Declaration and the application thereof shall not be affected thereby, nor shall any failure of any Tract Owner to seek enforcement of any term or provision constitute a waiver of any right to do so in the future, nor the validity or enforceability of such term or provision.

6.03. Declarants, and every other Owner, shall have the right to enforce, by any proceeding at law or in equity, all provisions of this Declaration by injunction or other lawful procedure, and to recover any damages resulting from such violations. Damages for the purpose of this Paragraph shall include court costs and reasonable attorneys fees.

6.04. As long as Declarants own any portion of the subject property, Declarants shall have the right to make minor changes and additions to this Declaration without the consent of any other Owner.

EXECUTED this 27 day of January, 2008.

DECLARANTS:

THE STEPHEN AND KARLA COOL FAMILY TRUST


STEPHEN N. COOL, Trustee


KARLA S. COOL, Trustee


JEFFREY B. COOL


MICHELE COOL

EDWARD G. GOLDEN

LARA C. GOLDEN

MONTE L. COOL


LISA M. COOL