

HOHS, LTD. AND COHS, LTD.

TO

THE PUBLIC

DECLARATION OF MAINTENANCE AGREEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GILLESPIE §

THAT, HOHS, LTD., a Texas Limited Partnership, the owner of that certain 172.71 acre tract of land situated in Gillespie County, Texas, which is comprised of the following portions of surveys: 9.37 acres, more or less, of the B.B.B. & C. Railroad Company Survey No. 700, Abstract No. 73; 163.34 acres, more or less, of the J. H. Maxwell Survey No. 505, Abstract No. 1123, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and COHS, LTD., a Texas Limited Partnership, the owner of that certain 169.93 acre tract of land, more or less, situated in Gillespie County, Texas, out of the J. H. Maxwell Survey No. 505 Abstract No. 1123, and being more particularly described in Exhibit "B" attached hereto and incorporated herein by reference, collectively herein the "Property", and, as such, desiring to create and carry out a uniform plan for the maintenance of a roadway to provide ingress, egress and regress to the tracts of the Property, does hereby adopt and establish the following covenants and conditions ("Maintenance Covenants") to run with the land and to apply in the use, occupancy, and conveyance of Property, which 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 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 covenants (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I.

DEFINITIONS

"Declarant" shall mean and refer to HOHS, LTD., and COHS, LTD., their successors and assigns, if such successors or assigns should acquire 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.

"Owner" shall mean and refer to the record owner (including Declarant), 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.

"Property" shall mean and refer to that certain real property hereinbefore described as that certain 172.71 acre tract of land situated in Gillespie County, Texas, which is comprised of the following portions of surveys: 9.37 acres, more or less, of the B.B.B. & C. Railroad Company Survey No. 700, Abstract No. 73; 163.34 acres, more or less, of the J. H. Maxwell Survey No. 505, Abstract No. 1123, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, and that certain 169.93 acre tract of land, more or less, situated in Gillespie County, Texas, out of the J. H. Maxwell Survey No. 505 Abstract No. 1123, and being more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.

"Tract" shall mean any subdivision of the Property which is in compliance with the Subdivision Regulations of Gillespie County, Texas adopted August 25, 2003, and any amendments thereto.

ARTICLE II.

ROADWAY EASEMENTS

Attached hereto as Exhibit "C" is a description of a sixty (60) foot wide roadway providing access to the Tracts within the Property. Declarant hereby assigns a perpetual, non-exclusive ingress, egress and regress easement, over, across and upon the roadway for the uninterrupted access to and from the Tracts for the use and benefit of the Owners, their heirs, successors, assigns, and their agents, invitees, guests and permittees. The easement shall be appurtenant to each and every Tract within the Property.

ALL ROADWAYS OF THE PROPERTY, AN UNPLATTED SUBDIVISION IN GILLESPIE COUNTY, TEXAS, (THE "SUBDIVISION") SHALL BE PRIVATELY MAINTAINED BY THE OWNERS OF TRACTS IN THE SUBDIVISION. GILLESPIE COUNTY, TEXAS SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE ROADWAY. THE ROADWAY WITHIN 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 GILLESPIE COUNTY, TEXAS AND IS ESTOPPED FROM DOING SO.

ARTICLE III.

MAINTENANCE AGREEMENT

Each owner, by acceptance of a Deed, whether or not it shall be so expressed in such Deed, agrees to pay a prorata share of all assessments which may be made for the purpose of maintaining, repairing and replacing the road and repairing, maintaining and replacing the electronically controlled access gate. These expenses (herein "maintenance expenses") may include, but shall not be limited to, the reconstruction, repair, maintenance, upkeep or replacement of (1) the roadway, shoulders and culverts to the condition in which it existed on June 1, 2007, (2) the security gate, entry, solar panels and appurtenances thereto, (3) the costs of professional and other outside services, labor, equipment, and materials necessary to carry out the purpose as set out herein.

Each owner shall be obligated to pay, and agrees to pay, a prorata portion of the maintenance expenses. The proportionate share which shall be due by each Owner shall be determined by multiplying the assessment fraction (the numerator is the number of tracts owned by an Owner of the Property and the denominator is the total number of Tracts in the Property) by the amount expended or proposed to be expended, for maintenance expenses.

At anytime an Owner shall propose the expenditure of funds for maintenance expenses, notice shall be given to each owner in writing at their mailing address for receipt of tax statements from the County of Gillespie, Texas, thirty (30) days prior to the proposed date of the meeting to consider proposed maintenance expenses, together with a notification of the place of meeting which shall be in Gillespie County, Texas. A quorum for the purpose of approving a proposal for maintenance expense expenditure shall be the attendance of Owners owning at least 50% of the Tracts within the Property. Approval by Owners in person or by written proxy representing more than 50% of the Tracts in attendance at a quorum shall be required for the approval of an assessment for the maintenance expenses. The Owners present at a called meeting who have approved the maintenance expense expenditure shall designate an Owner who will contract for the improvements which have been proposed and who will receive from each Owner their maintenance assessment. Any Owner who shall fail to deliver their maintenance assessment to the designated Owner, within thirty (30) days of the date of receipt of notice of assessment, shall be in default. In the event any Owner(s) shall advance the amount which is due by the defaulting Owner for the payment of the Owner's assessment, the advancing Owner(s) 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 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, Gillespie 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 Gillespie County, Texas.

ARTICLE IV.

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, 2037, 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 eighty percent (80%) of the Tracts in the Property has been recorded agreeing to terminate said covenants and conditions in whole or in part.

ARTICLE V.

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, restrictions, and conditions 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.

ARTICLE VI.

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 VII.

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 seventy-five percent (75%) of the acreage in the Property may amend this Declaration, by executing and filing an instrument containing such amendment, in the office of the County Clerk of Gillespie 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 in the Property may amend this Declaration by executing and filing an instrument containing such amendment, in the office of the County Clerk of Gillespie 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. Said amendment shall be effective upon filing of the instrument containing such amendment in the office of the County Clerk of Gillespie County, Texas.

ARTICLE VIII.

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.

EXECUTED by said Declarant, this _____ day of June, 2007.

HOHS, LTD.

By: HOHS ONE, LLC
Its General Partner

BY: _____
J. JOE HARRIS, Member

BY: _____
DIANA H. HARRIS, Member

BY: _____
MIKE CLARK, Member

BY: _____
SALLY S. CLARK, Member

COHS, LTD.

By: COHS ONE, LLC
Its General Partner

BY: _____
J. JOE HARRIS, Member

BY: _____
DIANA H. HARRIS, Member

BY: _____
MIKE CLARK, Member

BY: _____
SALLY S. CLARK, Member

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this _____ day of June, 2007, by J. JOE HARRIS and DIANA H. HARRIS, Members of HOHS ONE, LLC, General Partner of HOHS, LTD., a Texas Limited Partnership, on behalf of said partnership.

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me on this _____ day of June, 2007, by MIKE CLARK and SALLY S. CLARK, Members of HOHS ONE, LLC, General Partner of HOHS, LTD., a Texas Limited Partnership, on behalf of said partnership.

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