

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PROCHNOW OAKS RANCH**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (**this “Declaration”**) is made by **Prochnow Oaks, a protected series of HSW Land, LLC, a limited liability company (“Declarant”)**. NOW, THEREFORE, being approximately 169.68 acres of land out of the John Cassady Survey No. 85, Abstract No. 101, the J.C. Ragsdale Survey, Abstract No. 709, and the WM Perry Survey, Abstract No. 789, in Hays County, Texas, being all of a called 169.68 acre tract more particularly described in Document No. 26006976 of the Official Public Records of Hays County, Texas, incorporated herein by reference, and hereinafter referred to as the **“Property”**, shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the land and be binding on, all parties having any right, title or interest in or to the Property or any part thereof, and their heirs, successors and assigns, and which shall inure to the benefit of each Owner thereof. Any deed hereafter executed conveying any part of the Property shall be conclusively held to have been executed, delivered, and accepted subject to the terms and conditions contained herein, regardless of whether such terms and conditions are specifically set out in said deed (collectively, the **“Restrictions”**).

**I.
DEFINITIONS**

1.01 “Owner” shall refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, excluding, however, any person or entity holding an interest merely as security for the performance of an obligation.

1.02 “Declarant” shall refer to **Prochnow Oaks, a protected series of HSW Land, LLC, a limited liability company**, and its successors and assigns, provided that any right or reservation of Declarant under this Declaration may be assigned in whole or in part by a written, recorded instrument, and provided further that no Owner shall be deemed “Declarant” solely by virtue of purchasing a Lot unless Declarant’s rights are expressly assigned to such Owner in writing.

1.03 “Lot” shall refer to any individual tract within the Property that has been or is hereafter conveyed by Declarant, by a separate deed containing its own metes and bounds description, to an Owner other than Declarant. Any restriction in Article II below that is expressed to apply to “each Lot” or “any Lot” applies separately and independently to each such Lot, and not in the aggregate across the Property.

**II.
RESTRICTIONS**

2.01 Not more than two (2) single-family dwellings may be erected on any Lot. Not more than two (2) guest houses may be erected on any Lot. Not more than two (2) other related outbuildings, such as barns, shops, or animal shelters, may be constructed on any Lot.

2.02 Only site-built, conventional slab-on-grade construction shall be permitted on any Lot. Mobile, modular, and manufactured homes are not allowed. The minimum air-conditioned space, not including garage space, for the single-family dwelling on any Lot is 2,500 square feet. The minimum air-conditioned space, not including garage space, for a guest house is 750 square feet.

A. Exterior Building Materials

The exterior of all primary residences shall be constructed using a minimum of two (2) approved exterior materials. Stone (as defined below) and stucco shall comprise at least seventy-five percent (75%) of the exterior building envelope (excluding roofs, windows, and doors). Permitted exterior materials include the following:

- (i) natural stone or manufactured/cultured stone veneer (collectively, “stone” for purposes of this Section A);
- (ii) stucco or synthetic stucco (EIFS) systems;
- (iii) brick;
- (iv) rough sawn wood and timbers, board-and-batten siding, and natural wood siding (including cedar or cypress);
- (v) fiber cement siding or trim, in approved colors;
- (vi) engineered wood siding products (e.g., LP SmartSide or comparable products), in approved colors;
- (vii) architectural concrete, concrete masonry unit (CMU), rammed earth, or insulated concrete form (ICF) construction, finished with stone, stucco, or an approved masonry coating; and
- (viii) metal panel or corrugated metal siding, limited to use as an accent material comprising not more than twenty-five percent (25%) of the exterior building envelope of any elevation, in a matte, low-gloss, or otherwise non-reflective factory finish.

No more than three (3) exterior materials may be used on any single elevation. Vinyl siding is prohibited.

B. Roofing

Reflective or unpainted galvanized metal and galvalume roofing (i.e., without a matte, painted, Kynar/PVDF-coated, or otherwise non-reflective factory finish) are prohibited. All roofing materials shall otherwise be non-combustible and shall have a non-reflective finish. Permitted roofing materials include standing seam metal roofing with a matte, low-gloss, painted, or Kynar/PVDF-coated finish, concrete tile, clay tile, and slate. All roof colors shall be consistent with the natural Hill Country palette.

C. Additional or Substitute Materials

In recognition that building materials and products continue to evolve, additional or substitute exterior or roofing materials not listed in Sections A or B above may be approved for use on the Property as follows, without the necessity of a formal amendment to this Declaration under Section 3.04:

(i) For so long as Declarant owns any Lot within the Property, Declarant may approve additional or substitute materials by written notice, effective upon recording such notice in the Real Property Records of Hays County, Texas.

(ii) From and after the date Declarant no longer owns any Lot within the Property, or upon Declarant's earlier written election to relinquish the right described in clause (i), additional or substitute materials may instead be approved by the affirmative written consent of Owners holding a majority of the Lots then subject to this Declaration (one vote per Lot), evidenced by a written instrument executed by such Owners and recorded in the Real Property Records of Hays County, Texas.

Any material approved under this Section C shall thereafter be deemed a permitted material under Section A or B, as applicable, for all Lots. This Section C is supplemental to, and does not limit, Declarant's amendment rights under Section 3.04.

2.03 Short term rentals, defined as a rental of 30 days or less, are not allowed on any primary residences or guest houses.

2.04 The exterior of any building shall be completed not later than twenty-four (24) months after the commencement of construction.

2.05 A residence or dwelling shall not be occupied until its exterior is completely finished and its plumbing is connected to a septic system or other water disposal system approved by Hays County and/or the Texas Health Department and/or other governing body regulating wells and septic systems. Septic systems must meet the minimum building setbacks from property lines and the minimum distance from a water well required by state regulations.

2.06 Farm and ranch equipment, trailers, recreational vehicles, boats, and UTV/ATV equipment must be stored at least seventy-five feet (75') from all boundary lines of the Lot on which they are stored.

2.07 Barns, stables, pens, fences, and other similar improvements may be erected on a Lot prior to construction of the principal dwelling on that Lot. Detached garages, barns, guest houses, or related structures on any Lot must be located to the side or rear of the primary residence on that Lot.

2.08 No structure shall be erected on any Lot nearer than two hundred feet (200') from the front, seventy-five feet (75') from the side, or fifty feet (50') from the rear property line of that Lot. Any existing structure within the setback lines described in this Section 2.08 is hereby approved and shall not be considered a violation of this provision. Any structure built after the effective date of this Declaration must comply with these setback lines, unless written permission is granted by Declarant.

2.09 No industrial pursuit or enterprise shall be conducted on any Lot. "Industrial pursuit or enterprise" means engaging in the manufacture or assembly of goods, or the processing of raw materials unserviceable in their natural state, for sale or distribution to third parties (other than a cottage industry conducted by an artisan, such as a painter, photographer, cabinet maker, or wood, metal, or glass sculptor or fabricator), and includes, without limitation: gas stations; auto painting and repair; heavy machinery operation or storage; welding, machine, or machining shops; and concrete products manufacturing. No commercial dog kennel or dog boarding operation is permitted on any Lot, and the number of dogs kept on any Lot shall not exceed five (5). Selling of deer or wildlife hunts is strictly prohibited, including leasing land for hunting, day hunts, or trapping and selling deer off the Property.

2.10 Abandoned or inoperative equipment, vehicles, junk, or trash shall not be permitted, placed, or stored on any Lot.

2.11 Swine shall not be kept on any Lot. Other livestock, pets, and poultry are permitted, provided such animals are kept within the boundaries of the Lot at all times. No commercial feeding operation or commercial breeding of animals is permitted on any Lot. Agricultural animals used for grazing a Lot while simultaneously raising young (e.g., a cow/calf operation) are not considered commercial breeding for purposes of this Section. The maximum number of animals permitted on a Lot is one-half ($\frac{1}{2}$) animal unit per acre of that Lot.

2.12 No toxic waste dumping, burying, or disposal of any kind that would pollute any stream or body of water, or adversely affect the natural beauty and value of the Property, shall be permitted on the Property or any Lot. Garbage or refuse shall not be disposed of or buried on the Property.

2.13 All perimeter or interior fences erected on a Lot after the effective date of this Declaration shall be of new material, professional in appearance, and completed in a good and workmanlike manner. This Section does not apply to fences existing as of the effective date of this Declaration.

2.14 The personal safety of Owners and of owners of neighboring property shall be of prime consideration. Subleasing land for hunting is specifically forbidden, and no commercial hunting is permitted on any Lot. All hunting shall be for recreational purposes only and shall comply with the rules and regulations of the Texas Parks and Wildlife Department.

2.15 Declarant reserves unto itself, its successors and assigns, a utility easement (a) twenty feet (20') in width along each side of all interior Lot boundary lines and along both sides of all internal roadways within the Property, and (b) thirty feet (30') in width along the entire outer perimeter boundary of the Property, for the installation, maintenance, and repair of electric, telephone, and other utility lines, together with all appurtenant guy wires and anchor combinations wherever necessary, and reserves the right to trim or remove trees or vegetation that interfere or threaten to interfere with the maintenance of such lines, together with a right of ingress and egress over the Property for employees and agents of utility companies for the purposes described in this Section. No Owner may withhold permission for guy wires or anchors necessary for utility lines to extend beyond the 20' or 30' easement widths described above, provided such installation does not unreasonably interfere with the Owner's use of the Lot.

2.16 No cellular tower, wind turbine, or other commercial tower or antenna shall be erected or placed on any Lot. Any solar panels located on a Lot must be installed on the roof of an improvement, and must maintain the pitch of the existing roof.

2.17 RV parks are expressly prohibited on any Lot. Any RV stored on a Lot must be covered on at least three (3) sides by a metal barn or carport structure. RVs may not be lived in on the Property.

2.18 Mining, boring, quarrying, exploration, and excavating for any type of minerals, rock, gravel, caliche, or similar materials, for sale or use off of the Lot on which the activity occurs, is prohibited. Mining caliche or similar materials for use in building on the same Lot is permitted.

2.19 Metal shipping containers, Connex boxes, storage units, and premanufactured storage units are prohibited on any Lot, whether for storage or for living purposes.

2.20 Yurts, tents, teepees, canvas pavilions, tents, and similar tent structures are prohibited on any Lot.

2.21 Owners, occupants or guests are prohibited from causing any noxious, offensive or unreasonably loud noises or vibrations upon any lot. Target shooting is expressly prohibited. Outside sound speakers shall not be operated in a manner that allows sound to carry unreasonably beyond the property line.

III. GENERAL PROVISIONS

3.01 ENFORCEMENT. Declarant, and 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. The prevailing party in any action to construe or enforce this Declaration shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, in addition to any relief available under Section 202.004 of the Texas Property Code. Failure of Declarant or any Owner to take action upon any breach or default shall not be deemed a waiver of the right to take action upon any subsequent breach or default.

3.02 PARTIAL INVALIDITY. Invalidation of any covenant or restriction contained herein by judgment or court order shall not 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 Declaration shall run with and bind the Property and shall inure to the benefit of, and be effective until, December 31, 2056, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless terminated by an instrument signed by Owners holding a majority of the Lots then subject to this Declaration and recorded in the Real Property Records of Hays County, Texas prior to the expiration of the then-current term. No amendment to this Declaration shall be effective until recorded in the Real Property Records of Hays County, Texas, nor until any required approval of a governmental regulatory body has been obtained.

3.04 AMENDMENT. Notwithstanding anything to the contrary, Declarant shall have the right, at any time while Declarant owns any Lot within the Property, in its sole discretion and without the joinder or consent of any other party, to amend this Declaration for the purpose of correcting any error, ambiguity, or inconsistency, or for any other reason Declarant determines, in its sole judgment, to be for the benefit of the overall development. Any such amendment shall be effective upon recording in the Real Property Records of Hays County, Texas.

3.05 WAIVER AND LACHES. The obligation to abide by this Declaration is continuing. Each day an Owner allows a condition to exist on a Lot that does not comply with this Declaration constitutes a separate violation giving rise to a new cause of action. By accepting title to a Lot, each Owner waives the affirmative defenses of limitations, waiver, and laches with respect to covenant violations. Failure of Declarant or any Owner to enforce this Declaration shall not be deemed a waiver of the right to do so thereafter.

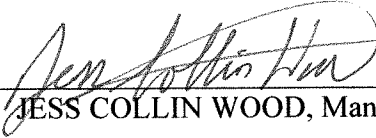
As additional consideration for purchasing a Lot, each Owner, ON BEHALF OF SUCH OWNER AND SUCH OWNER'S HEIRS, GUESTS, INVITEES, TENANTS, AND SHORT-TERM RENTAL OCCUPANTS TO THE EXTENT SUCH OWNER HAS AUTHORITY TO BIND THEM, HEREBY

RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE DECLARANT AND ITS OFFICERS, MEMBERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, AND CAUSES OF ACTION FOR ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, SUSTAINED BY OWNER OR TO OWNER'S PROPERTY, INCLUDING ANY SUCH LOSS, DAMAGE, OR INJURY ARISING FROM THE NEGLIGENCE (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF DECLARANT, to the fullest extent such a release may be given as a matter of Texas law. Declarant makes no representation or warranty regarding any taxing authority valuation or exemption that may be in place as of the date of filing of this Declaration, and Declarant has no obligation to maintain any exemption from appraised property values used in determining local property taxes.

DECLARANT:

PROCHNOW OAKS, a Separate Series of
HSW LAND, LLC,
a Texas series limited liability company

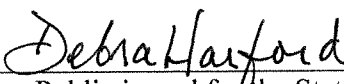
By: _____


JESS COLLIN WOOD, Manager

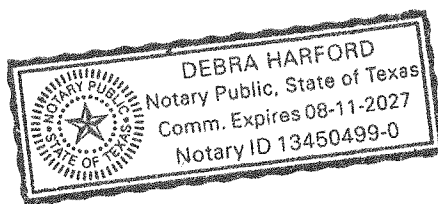
THE STATE OF TEXAS §

COUNTY OF Tom Green §

This instrument was acknowledged before me on this the 29 day of September, 2026, by JESS COLLIN WOOD, Manager of PROCHNOW OAKS, a Separate Series of HSW LAND, LLC, a Texas series limited liability company.



Notary Public in and for the State of Texas



CONSENT BY LIENHOLDER

The Lienholder, THE BANK & TRUST, consents to this DECLARATION OF ROAD MAINTENANCE AGREEMENT and ROADWAY EASEMENT ("Declaration and Easement") by PROCHNOW OAKS, a Separate Series of HSW LAND, LLC, a Texas series limited liability company. The Lienholder acknowledges that the filing and recording of this Declaration and Easement is not a violation of, nor shall it trigger any due-on-sale clause or other default provision of, that original Deed of Trust by and between PROCHNOW OAKS, a Separate Series of HSW LAND, LLC, a Texas series limited liability company, as Grantor, and THE BANK & TRUST, dated March 3, 2026 and recorded at Instrument No. 26006977 of the Official Records of Hays County, Texas.

THE BANK & TRUST

By: Rauegh Little

Name: RAUEGH LITTLE

Title: MARKET PRESIDENT

THE STATE OF TEXAS §

COUNTY OF Tom Green §

This instrument was acknowledged before me on 29 September, 2026, by Rauegh Little, Market President of THE BANK & TRUST, on behalf of said bank.

Debra Harford
Notary Public, State of Texas

