

DEED RESTRICTIONS – Exhibit A

Spangenberg Rd.

Blanco, Texas

56.50 Acres out of the Emanuel De Los Santos Survey No. 120,A-101

The following Restrictive Covenants are placed on the Property by Grantor:

1. No building within one hundred (100) feet of the property lines.
2. No hogs shall be allowed
3. No house trailers, mobile homes, manufactured homes, or any other type of pre-built homes shall be allowed – all homes must be completely site-built with a minimum square footage of 1000 square feet of living area.
4. The property shall be kept in a clean and orderly condition at all times, with trash, garbage or other waste kept in appropriate containers pending disposal. No junk or rubbish shall be allowed on to accumulate: material of any kind stored on the property must be arranged in an orderly manner and shall be covered and shall be allowed on a temporary basis only, with length of time to be determined by its purpose.
5. No noxious, offensive, or disorderly activity or conduct shall be allowed, nor any activity which shall or may become an annoyance or nuisance to adjoining property owners.
6. Hunting allowed w/bow, 12 gauge or smaller shotgun, and rifles with a caliber smaller than .223. All hunters on the property shall discharge any weapon in a safe and appropriate manner in order to minimize risk of damage to property or injury or death to livestock or persons in the surrounding areas. Handguns smaller than a .40 caliber may be discharged on the property but in a designated safe area established to insure the safety of property, livestock, and persons in the surrounding areas. No deer blinds within 100 yards of perimeter fence. No commercial hunting leases.
7. Primary use of property to be limited to single family residential purpose. Acceptable business and/or commercial activity on the property shall be limited to the following: Vineyard or other organic gardening, overnight lodging limited to maximum of 3 guest houses, each with maximum capacity of 6 overnight guests.
8. Property can only be further subdivided one (1) time, minimum remaining lot size to contain not less than 25 acres.
9. These restrictions shall run with the land and shall be binding upon and against the property for the benefit of the owner of the remainder of the 210 acre track from which this tract was subdivided, and the Grantor in this deed Scott Harris. The restrictions can be changed in whole or in part, or removed, only by the agreement of said owner, or his successors in title.

10. Same restrictions
do apply if seller, sells
his adjoining property

Buyer initial

Seller

[Signature]

Amendment to General Warranty Deed

Effective May 7, 2010, the Warranty Deed and all related documents dated March 11, 2009 executed by Donald Scott Harris and Tammy Lynn Harris, and on behalf of their successors and assigns, pertaining to the property described in the Warranty Deed, and more specifically described in Exhibits A, A1-5 and B in said Warranty Deed and is hereby amended and modified as described below and any ambiguities relating to this amendment are to be resolved in favor of and governed by the modifications set forth in this Amendment, notwithstanding anything to the contrary in the Warranty Deed:

1. No building may be erected within one-hundred (100) feet of the property line, saving and excepting that the existing well house, which is located behind the existing residence, is within 100 feet of the rear property line and may be enlarged and added onto by Grantees, and such add-on or addition shall not be considered a violation of this restrictive covenant.

8. Property can be subdivided one [1] time, minimum remaining lot size to contain not less than twenty-five acres. If the owner or successor owner or owners of all or one or more parcels of the adjoining 210 acre tract are allowed to subdivide the tract into parcels of less than twenty-five acres, then the 56.5 acre tract owned by Kristen and Shannon Malish may be subdivided into parcels of the lesser size allowed by the grantors or successor owner or owners of portions of the aforementioned 210 acres.

These covenants and restrictions shall run with the land and shall be binding upon and against the property for the benefit of the said owner of the remainder of the 210 acre tract from which this tract was subdivided, and the grantor in this warranty deed. These restrictions can be changed, removed, or released, in whole or in part, only by the written consent of the Grantors or by written consent of a majority of the heirs and/or successors whose ownership cumulatively comprises a majority of the acreage of the 210 acre tract.

Date: 5/7/10

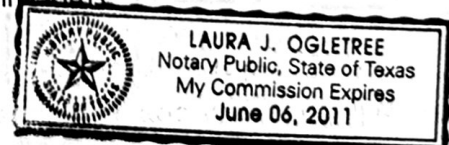
Donald Scott Harris
Donald Scott Harris

Date: 5/7/10

Tammy Lynn Harris
Tammy Lynn Harris

The State of Texas
County of Hays

Notary:



This instrument was acknowledged before me on the 7th day of May, 2010, by Donald Scott Harris + Tammy Lynn Harris.

Laura J. Ogletree
Notary Public, State of Texas