

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HS TEJAS, LTD. SUBDIVISION ALONG REESE MOUNTAIN ROAD**

WHEREAS, HS Tejas, Ltd., a Texas limited liability (the “Declarant”), executed and recorded (i) that certain Declaration of Covenants, Conditions and Restrictions of HS Tejas, Ltd. Subdivision Along Reese Mountain Road on March 26, 2009 (the “Declaration”) and (ii) that certain Amendment to Declaration of Covenants, Conditions and Restrictions of HS Tejas, Ltd. Subdivision Along Reese Mountain Road on June 22, 2022 (the “First Amendment”) affecting that certain real property in Montgomery County, Virginia identified as a portion of Tax Parcel 33-(A)-6, as shown on plat dated March 5, 2009, by Gay and Neel, Inc., designated as Job No. 1703.1, which plat was recorded in the Montgomery County Circuit Court Clerk’s Office as Plat Instrument Number 2009004348 on the 5th day of May, 2009 (the “Plat”).

WHEREAS, the Plat created ten (10) lots numbered 1 through 10, inclusive (collectively, the “Lots”).

WHEREAS, the Declaration was recorded in the Montgomery County Circuit Court Clerk’s Office on May 5, 2009 as Instrument Number 2009004349.

WHEREAS, the Declarant executed and recorded the First Amendment in the Montgomery County Circuit Court Clerk’s Office on June 22, 2022 to remove Lot 10 from the covenants, conditions and restrictions outlined in the Declaration.

WHEREAS, Paragraph 14 of the Declaration provides, in part, that the Declaration may be amended “by written agreement signed by two-thirds of the then Owners of the Lots”.

WHEREAS, the undersigned is the owner of greater than two-thirds of the Lots.

NOW, THEREFORE, the Declarant executes this Second Amendment to amend the Declaration as follows:

1. Paragraph 3 of the Declaration is hereby deleted and restated to read as follows:

“All structures constructed or placed on any Lot shall be constructed with a substantial quantity of new material, and no used structure shall be related or placed on any Lot, except good quality antique material with the prior written approval of a majority of the then owners of the Lots.”

2. Paragraph 12 of the Declaration is hereby amended and restated to read as follows:

“This paragraph intentionally omitted.”

3. A new Paragraph 15 is added to the Declaration and reads as follows:

“The owners of the Lots shall have the right to enforce the covenants and restrictions outlined herein by filing an action or actions for equitable or legal relief in the appropriate court of law in Montgomery County, Virginia. The non-prevailing party in any such legal action shall be responsible for paying the legal fees and costs incurred by the prevailing party.”

4. The Notice to All Potential Purchasers attached to and incorporated into the Declaration is amended and restated in its entirety and attached to this Second Amendment as Exhibit A.

5. With the exceptions of the amendments outlined in Paragraphs 1, 2, 3 and 4 above, the Declaration remains unchanged.

IN WITNESS WHEREOF, the undersigned executed this Amendment to Declaration of Covenants, Conditions and Restrictions of HS Tejas, Ltd. Subdivision Along Reese Mountain Road on this 19<sup>th</sup> day of September, 2022.

DECLARANT:

**HS TEJAS, LTD.**

By: Pacific Continental Land Company,  
LLC, a Texas limited liability company

Its: General Partner

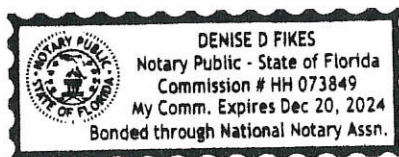


\_\_\_\_\_  
Barron Strother, Manager

STATE OF FLORIDA  
COUNTY OF WALTON

The foregoing instrument was acknowledged before me via  physical presence or  online notarization this 19<sup>th</sup> day of September, 2022, by Barron Strother (X) who is personally known to me or ( ) produced \_\_\_\_\_ as identification.

[Seal]



Denise D. Fikes  
Notary Signature Denise D. Fikes

My commission expires Dec. 20, 2024

EXHIBIT A  
NOTICE TO ALL POTENTIAL PURCHASERS

WHEREAS:

Mr./Mrs./Ms. \_\_\_\_\_ (hereinafter referred to as "PURCHASER") has expressed a desire to purchase a portion or portions of certain lands owned by H.S. TEJAS, Ltd. (hereinafter referred to as "SELLER"), said lands being in the County of Montgomery, Virginia, known as the Major Subdivision of a portion of Tax Parcel 33-(A)-6, as shown on a plat dated March 5, 2009, by Gay and Neel, Inc., designated as Job No. 1703.1, which plat is recorded in the Office of the Clerk of the Circuit Court of Montgomery County, Virginia, and

WHEREAS:

SELLER expressly desires that there be no current or future misunderstandings concerning certain characteristics of the property being offered for sale and certain external factors which may influence the decision being made by PURCHASER to further pursue the purchase of any portion or portions of the SELLER'S lands and that all parties involved are aware of those certain characteristics and factors;

THEREFORE:

By this notice SELLER hereby discloses and makes known to the PURCHASER the following information concerning the lands being offered for sale:

1. Reese Mountain Road, which provides access to and from public, state-maintained roadways and directly serves the property being offered is not a publicly maintained right of way and is not eligible for inclusion in the state highway system. Neither the County of Montgomery nor the Commonwealth of Virginia plan to accept Reese Mountain Road into the Commonwealth system of public roads or provide funding for the maintenance and upkeep of said road. The PURCHASER and subsequent owners of any portion of the lands sold by the SELLER and served by Reese Mountain Road shall be subject to and bound by the terms of a Road Maintenance Agreement for Reese Mountain Road.
2. The portion of the lands of the SELLER being offered for sale are not currently served by water service nor public sanitary sewerage systems. PURCHASER shall be responsible for all costs and actions required to provide approved private water service and on-site sanitary waste disposal systems to the property conveyed to PURCHASER by SELLER, including all fees and permit costs required for approval of said systems by the Virginia Department of Health.

3. The portion of the lands of the SELLER being offered for sale are not currently served by electric power service. PURCHASER shall be responsible for all costs and actions required to provide electric service to the property conveyed to PURCHASER by SELLER.
4. The property being offered for sale by the SELLER lies at a minimum distance of approximately 3 miles, as measured along the roadways that would be used, from the nearest Fire and Rescue Station, situated in Elliston. As such, response times to fire and medical emergencies will reflect the distance and terrain between said Fire and Rescue Station and the property being considered for purchase by the PURCHASER.
5. No more than one dwelling or residence shall be constructed on any property conveyed by the SELLER to the PURCHASER.
6. No dwelling or residence shall be constructed on lands conveyed to the PURCHASER closer than fifty feet (50') from any side lot line dividing portions of the lands of the SELLER from the property conveyed to the PURCHASER, adjoining or remaining lands of the SELLER, lands conveyed by the SELLER to others or properties of other adjoining lands of the SELLER or the land conveyed by the SELLER to the PURCHASER. No dwelling or residence shall be constructed closer than 100' (one-hundred feet) from any other dwelling or residence. These restrictions apply to any dwelling or residential structure constructed either for permanent or occasional temporary or recreational use.
7. Under the terms of the "Sliding Scale for Lot Assignments" contained within Montgomery County ordinances, the property conveyed to the PURCHASER by the SELLER is assigned one (1) "Lot Assignment" and therefore may not be further divided or subdivided without being rezoned by Montgomery County.
8. Other Covenants and Restrictions may apply and the property being conveyed to the PURCHASER by the SELLER may also be subject to easements or encumbrances both within and without the public record.

By their signature affixed below, PURCHASER hereby acknowledges receipt of this document and the information contained herein.

By: \_\_\_\_\_ (PURCHASER)

Date: \_\_\_\_\_