

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS OF PECAN FARM CABINS**

This Declaration of Covenants, Conditions, Easements and Restrictions of Pecan Farm Cabins (this "Declaration") is made on the 28th day of February, 2008, by Frio Pecan Farm, L.P., a Texas limited partnership ("Declarant").

RECITALS

A. Declarant is the owner of all that certain real property ("the Property") located in Real County, Texas, described as follows:

(i) Units 1 to 19 of Pecan Farm Cabins, a subdivision located in Real County, Texas, as more completely described in the plat recorded in Volume 1, Page 161 of the Plat Records of Real County, Texas (as may be amended from time to time hereafter, the "Plat"); and

(ii) Such other property as may hereafter be included in the definition of "Property" by Declarant by unilateral amendment of this Declaration in accordance with the terms hereof.

The Property is more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

B. Individually numbered tracts or parcels of land included in the Property and referenced on the Plat or the plat of such other property as is included in the Property in accordance with the terms hereof are referred to herein collectively as the "Units" and individually as a "Unit."

C. Declarant has devised a general plan for the development of the Property as a whole, with specific provisions for particular parts and tracts of the Property. This general plan provides a common scheme of development designed to perpetuate the natural environment of the Property, preserve and propagate the wildlife on the Property for the use of the Owners, and protect and safeguard the value of the Property.

D. This general plan will benefit the Property in general, each Unit, Declarant, each Owner, and each successive owner of an interest in the Property or any Unit.

COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

NOW THEREFORE, in accordance with both the doctrines of restrictive covenant and implied equitable servitude, Declarant hereby restricts the Property according to the following covenants, conditions, easements and restrictions in furtherance of this general development plan for the Property and declares that all of the Property and each Unit

shall from and hereafter the date hereof be held, sold, and conveyed, subject to the following covenants, conditions, easements and restrictions: 17 351

1. Each Unit is subject to and each Owner shall be deemed to have taken notice of all of the following: (a) The covenants, conditions, easements and restrictions set forth in this Declaration; (b) All matters shown on the Plat and the plat of such other property as is included in the Property in accordance with the terms hereof; (c) All properly adopted rules and regulations of the Association; and (d) All matters otherwise filed of record in the real property records of Real County, Texas.

2. "Association" as used herein means Frio Pecan Farm Cabins Community Association, a Texas non-profit corporation, its successors and assigns. The Association will have all those powers, duties and responsibilities set out herein, and such other powers, duties and responsibilities not inconsistent herewith provided for in its Certificate of Formation and its Bylaws as the same may be amended from time to time by proper action of its members.

3. "Board of Directors" as used herein means those persons duly elected to and serving as a member of the Board of Directors of the Association. The affairs of the Association shall be managed by the Board of Directors, as provided in the Bylaws of the Association. The initial Board of Directors shall serve until their annual terms expire according to the Bylaws of the Association, at which time the Members shall elect a new Board of Directors, all as more particularly set forth in the Bylaws of the Association.

4. "Common Areas" as used herein means those areas indicated on the Plat and such other property as may hereafter be included in the definition of "Common Areas" by amendment of the terms hereof.

5. "Guest" as used herein means any person, other than an Owner, on the Property at the direction or request of Declarant, any Owner, or the Association.

6. "Member" as used herein means a person entitled to membership in the Association. Every Owner shall be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for membership. The membership held by an Owner shall not be alienated, transferred or pledged in any way except by the sale or encumbrance of such Unit or as otherwise set forth in this Declaration.

7. "Owner" as used herein means the record owner, whether one or more persons or entities, of fee simple title to any Unit, including contract seller(s), but excluding those having such interest merely as security for the performance of an obligation.

8. Declarant reserves for itself and its successors and assigns a perpetual easement over, on, and across the Property or any part thereof for the purposes of (a) free and uninterrupted pedestrian and vehicular ingress and egress; (b) constructing, installing, repairing, and maintaining water, electric, natural gas, telephone and other utility lines,

poles and/or anchor systems, septic tanks, and drain fields; (c) cutting and/or trimming trees, bushes, shrubs and other vegetation on the Property which at any time interfere or threaten to interfere with such lines, poles and/or anchor systems, septic tanks, or drain fields; (d) ingress and egress by employees, agents and/or contractors of utility companies or service providers owning or maintaining such lines, poles and/or anchor systems, septic tanks, or drain fields; and (e) planting, cultivating, maintaining, harvesting, and marketing producing crops located on the Property.

9. Declarant reserves for the benefit of all Owners and as well as Declarant and Declarant's successors and assigns, a perpetual easement over, on, and across the Property or any part thereof (the "Utility Easement") for the purposes of (a) constructing, installing, repairing, and maintaining water, electric, natural gas, telephone and other utility lines, poles and/or anchor systems, septic tanks, and drain fields; (b) cutting and/or trimming trees, bushes, shrubs and other vegetation within or adjacent to the Utility Easement which at any time interfere or threaten to interfere with such lines, poles and/or anchor systems, septic tanks, or drain fields; and (c) ingress and egress by employees, agents and/or contractors of utility companies or service providers owning or maintaining such lines, poles and/or anchor systems, septic tanks, or drain fields. No building, fence or other improvement shall encroach on any portion of the Utility Easement.

10. No Unit may be subdivided.

11. No oil, gas or other mineral exploration of any type is permitted on the Property. No excavation or digging for artifacts is permitted in the Property.

12. Water will be supplied to each Unit by a central water system operated by Declarant or a third party, and each Owner will be charged fees by the operator of such system to connect to and receive water from such system. No water well may be drilled on the Property without the prior written consent of Declarant or Declarant's successor in interest of the water system supplying water to the Units. Water may not be drawn directly from any river, creek, or other waterway within or adjacent to the Property for any reason.

13. No activity or use of any Unit or the erection or maintenance of any structure on any Unit which violates in any way any law, statute, ordinance, regulation or rule of any governmental entity with applicable jurisdiction shall be permitted. Noxious or offensive activity shall not be permitted on any Unit, nor shall anything be done on any Unit that may become an annoyance or nuisance to any Owner.

14. No tent, travel trailer, motor home, other recreational vehicle, or other temporary or transient style shelter is permitted on the Property, except for tents placed adjacent to houses or cabins located on the Property.

15. The Association will adopt rules and regulations for speed limits and to prohibit or limit the use on the Property of specific types of vehicles. All vehicles operated on the

Property must be operated by a licensed driver. All vehicles must be parked in designated parking areas on the Property. 17 353

16. No hunting or discharging of firearms or any other device (including but not limited to bows and traps) capable of killing, injuring or causing property damage is permitted on the Property.

17. Trash, garbage and other waste for pickup must be kept in containers in an enclosed structure in locations designated by the Association for trash pick-up, and protected from scattering by animals or other means.

18. No inoperative vehicle or equipment may remain on the Property more than thirty (30) days after the vehicle or equipment becomes inoperative.

19. Generally recognized household/family pets of a reasonable number are permitted on the Property; provided, however, that no animal may be kept or maintained on the Property for commercial purposes and no swine, poultry, game chickens, emus, ostriches, exotic or dangerous pets of any type (i.e. pit bulls, boa constrictors, etc.) are permitted on the Property. Any pet which endangers any Owner or Guest or which creates a nuisance or unreasonable disturbance or is not a common household pet must be immediately removed from the Property.

20. No Unit may be designated as the business or residential homestead of any person or entity.

21. No Unit may be rented or leased to the same person or entity for a period in excess of six (6) consecutive months.

22. Each Unit may be placed in a rental pool operated by Declarant or a person or entity approved by or in contract with Declarant and rented on a nightly basis in accordance with written policies and procedures adopted by the Association and Declarant. Without the prior written consent of Declarant, no Unit may be placed in a rental pool other than a rental pool operated by Declarant or a person or entity approved by or in contract with Declarant. All users of lodging services must acknowledge in advance in writing that he or she has been made aware of and agrees to abide by all of the covenants, conditions, easements and restrictions set forth in this Declaration. The use of any Unit for lodging services does not and will not release any Owner from compliance with any of the obligations and duties as an Owner under this Declaration.

23. No structural change may be made to the exterior of any Unit without the prior written approval of the Association. All improvements on Unit must meet written architectural guidelines adopted by the Association.

24. No exterior lighting of any sort shall be installed or maintained on any Unit where the light is offensive to Declarant, any Owner or the Association.

25. No exterior horns, bells, whistles or other sound devices shall be placed or used on any Unit. 17 354

26. Each Owner by acceptance of a deed to a Unit, whether or not expressed in such deed, shall be deemed to covenant and agree to pay the Association: (1) Regular Assessments; (2) Special Assessments for capital improvements; and (3) the Initial Association Capitalization Fee. Regular Assessments and Special Assessments are referred to herein collectively as "Assessments" and individually as an "Assessment." All sums assessed as provided for in this Declaration that remain unpaid, together with interest, costs of collection and reasonable attorneys' fees, shall be a continuing lien and charge upon the Unit against which each such Assessment is made, which shall bind and be a continuing charge upon such Unit. Each Assessment, together with interest, cost of collection and reasonable attorneys' fees shall also be the personal obligation and debt of each person who was the Owner of the Unit at the time when the Assessment fell due.

27. The Assessments, and all funds derived therefrom, shall be used exclusively for (a) the maintenance, repair and care of the Common Areas (including recreational areas and private streets), and improvements to or on the Common Areas; (b) the furtherance and fulfillment of the purposes of this Declaration and other herein provided responsibilities of the Association; and (c) administrative costs and other costs and expenses of the Association, which costs and expenses may include fidelity insurance for acts of directors, managers, officers and employees of the Association responsible for the handling of Association funds; liability insurance covering the Common Areas and all damage and injury caused by the negligence of the Association, its employees and agents; maintenance and improvement of the Common Areas; discharge of any liens on the Common Areas; payment of fees to managing agents, accountants, attorney and other parties providing professional and /or other services to the Association in connection with the performance of the Association's duties and responsibilities; and other charges required by this Declaration or as to which the Association is authorized to incur which the Association shall determine to be necessary or desirable to benefit the Owners, including the establishment and maintenance of a reserve for repair, maintenance, replacement and other charges as specified herein (herein collectively called "Association Expenses").

28. The Initial Association Capitalization Fee will be Five Hundred and No/100ths Dollars (\$500.00) per Unit, payable at the closing of the initial purchase of such Unit from Declarant. The Board of Directors may change the Initial Association Capitalization Fee from time to time. Thereafter, Regular Assessments include both Monthly Assessments and the Transfer Fee Assessment set forth herein. The Board of Directors may change the Regular Assessments from time to time.

- A. Monthly Assessments. Until changed in accordance herewith by the Association, the Monthly Assessments for each Unit shall be Two Hundred and No/100ths Dollars (\$200.00).
- B. Transfer Fee Assessment. In addition to the Monthly Assessments, until changed in accordance herewith by the Association, each Owner shall pay to

the Association a Transfer Fee Assessment of Two Hundred and No/100ths Dollars (\$200.00) upon each conveyance of a Unit. 2014 BK 17 355

The Monthly Assessments shall be due and payable on the first day of each month unless the Board of Directors by majority vote determines an alternate date for such payment. The Monthly Assessments shall commence on the date of the sale, transfer or other conveyance of a Unit to another Owner. In fixing the amount of the Monthly Assessments, the Board of Directors of the Association may, but shall not be required to, add reasonable anticipated depreciation and necessary replacement and repair of capital assets and improvements and may from time to time establish one or more funds or accounts to accumulate amounts deemed necessary therefore.

29. Notwithstanding anything to the contrary herein contained, and in addition to the Regular Assessments authorized above, the Association may levy in any calendar year one or more Special Assessments applicable to that calendar year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto. The assent of two-thirds (2/3rds) of the Members either in person or by proxy at a regular or special meeting called for the purpose of voting on a Special Assessment will be required if the total Special Assessments in any calendar year would exceed Five Hundred and No/100ths Dollars (\$500.00) for any Unit.

30. The Association shall fix the amount of the Regular Assessments for each calendar year at least thirty (30) days in advance of the commencement of such calendar year. Failure of the Association to meet or to fix the amount of the Regular Assessments as herein provided shall be deemed to constitute a setting of the amounts at the levels fixed for the previous calendar year. Written notice of any change in the Regular Assessments shall be mailed (by U.S. first class mail) to every Owner subject thereto. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting same.

31. All payments shall be made to the Association at its place of business in Real County, Texas or at such other place as the Association may direct. Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date until paid at the rate of the commercial prime interest rate then in effect plus four percent (4%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Unit involved; and interest costs and attorney fees of any such action shall be added to the amount of the assessment. In no event shall the Association be liable to any Owner or other person or entity for failure or inability to enforce or attempt to enforce collection. No Owner may waive or otherwise escape liability for the assessments of his Unit. Further, the powers

and enforcement granted to the Association in this paragraph shall be cumulative of, and shall be in addition to, all other remedies and powers of the Association. 17 356

32. Upon compliance with the notice provisions set forth herein below, the Association may foreclose the assessment lien against any Unit. Each undersigned Owner, and each subsequent Owner by his acceptance of a conveyance instrument as to a Unit, expressly grants and vests in the Association and its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property as provided in section 51.002 of the Property Code of the State of Texas, and each undersigned Owner (and each subsequent Owner by acceptance of a conveyance instrument as to a Unit) expressly grants to the Association a power of sale in connection with said lien. The lien herein provided for shall be in favor of the Association for the benefit of all Owners. The Association acting on behalf of the Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same and to treat the proceeds of any such lease, mortgage or conveyance in the same manner as assessments hereunder.

Notice of Lien: No action shall be brought to foreclosure said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date of notice of claim of lien is deposited with the postal authority, certified or registered, postage prepaid, to the Owner of said Unit, and a copy thereof is recorded by the Association in the Office of the County Clerk of Real County. Said notice of claim must recite a good and sufficient legal description of any such Unit, the record owner or reputed owner thereof, the amount claimed (which may, at the Association's option, include any late charge and interest on the unpaid assessment as herein provided, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

Foreclosure Sale: Any such sale provided for above is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in Section 51.002 of the Property Code of the State of Texas, as the same may be amended from time to time, or in any other manner permitted by law. The Association, through duly authorized agents and on behalf of the Owners, shall have the power to bid on the Unit at foreclosure sale and to acquire and hold, mortgage and convey same hereinabove provided.

33. The lien for the Assessment provided herein shall be superior to all other liens and charges against said Unit except only for tax liens, liens for purchase money and/or development costs and all first deed of trust liens of record (which shall include a deed of trust that secures a debt secured by a first deed of trust lien, including "wraparound" and "all inclusive" financing), which liens for such purposes shall be superior to the assessment liens herein provided with the understanding that assessments subsequent to a foreclosure of such a superior lien shall continue to bind the mortgaged property and be secured by an assessment lien as herein provided. The Association shall have the power

to subordinate the assessment lien to any other lien, and to extinguish such lien and the underlying debt, such powers being entirely within the discretion of the Association and exercisable in a writing duly adopted by the Board of Directors. Except as otherwise provided herein, no sale or transfer shall relieve such Unit from liability for any assessment thereafter becoming due or from the lien therefore, but such lien shall exist as, and constitute, a separate and distinct charge and lien on each Unit. 17 357

34. The failure of any Owner to comply with any covenant, condition, easement, or restriction in this Declaration will result in irreparable damage to Declarant and other Owners; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce any term hereof or prohibit any violation hereof, and the party bringing such action prevails, then in addition to any other remedy herein provided or provided by law, such party shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. Declarant, the Association, and each Owner have the right, but not the obligation, to police, control or enforce the terms of this Declaration. These provisions are intended to strictly comply in full with all applicable law, as now existing or hereafter amended. If and to the extent that any provision this Declaration does not comply with applicable law, such provision is hereby altered, changed and amended to secure such compliance; and this covenant and condition shall be deemed paramount and control over all other provisions.

35. Declarant may unilaterally amend this Declaration from time to time for any purpose until December 31, 2028.

36. Declarant may include other property in the definition of Property by unilateral amendment of this Declaration in accordance with the terms hereof, in which event each Unit included in such other property will have all rights and benefits of, and be subject to all obligations and responsibilities as, the Units described herein.

37. After December 31, 2028, (a) Declarant may unilaterally amend this Declaration, at any time and from time to time, if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which is in conflict therewith, necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property, or is required by an institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans to enable it to make, purchase, insure or guarantee mortgage loans on any portion of the properties within the Property, and (b) this Declaration may be amended with the written consent of at least two thirds (2/3) of the votes in the Association.

38. No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant or its respective assignee of such right or privilege.

39. The covenants, conditions and restrictions of this Declaration shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which period the covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Neither any amendment nor any termination shall be effective until recorded in the real property records of Real County, Texas, and all governmental approvals, if any, with regard to such amendment or termination have been obtained.

These covenants, conditions, easements and restrictions are for the purpose of protecting the value and the desirability of the Property; as such, they shall run with the Property, be for the benefit of the Property, each Unit and each Owner, and be binding on all parties having any right, title or interest in the Property or any Unit, in whole or part, and each of their respective heirs, successors and assigns.

Executed effective as of the date first set forth above.

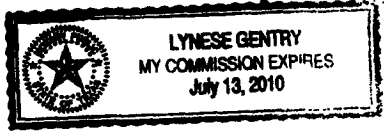
Frio Pecan Farm, L.P., a Texas limited partnership

By: Frio Pecan Farm Management, Inc., a Texas corporation, its general partner

By: John H. Seibert, Jr.
Name: John H. Seibert, Jr.
Title: President

STATE OF TEXAS
COUNTY OF REAL

This instrument was acknowledged before me on Feb 28, 2008, by John H. Seibert, Jr., President of Frio Pecan Farm Management, Inc., a Texas corporation, general partner of Frio Pecan Farm, L.P., a Texas limited partnership, on behalf of said limited partnership.



Lynese Gentry
Notary Public, State of Texas

Exhibit "A" Property Description for Pecan Farm Cabins

Prepared in the law office of and after recording return to: Garry A. Merritt, P.C., P.O. Box 441, Leakey, TX 78873

FIELD NOTES
for
Pecan Farm Cabins
Real County, Texas

This Subdivision is a 12.4355 acre tract out of the Frio Pecan Farm, Inc. property recorded in Volume 45, page 16, Real County Real Property Records.

BEGINNING at an iron pin found for the northeast corner of the 12.4355 acre subdivision, same being S 83° W, 1380.55 feet, and S 11°14'35" E, 159.79 feet from the reported northeast corner of the Edward Hughes Survey No. 1528;

THENCE, S 11°15'06" E, 272.53 feet to an iron pin set in the east property line of the Frio Pecan Farm property;

THENCE, S 78°48'17" W, 33.03 feet to an iron pin set in concrete, same being a reference point used to locate Lots 1-12 and Lot 19:

THENCE, S 11°14'09" E, 137.48 feet to an iron pin set;

THENCE, S 78°32'56" W, 386.202 feet to an iron pin set;

THENCE, N 15°04'59" W, 36.82 feet to an iron pin set as the southwest corner of Lot 12;

THENCE, N 11°26'15" W, 41.17 feet to an iron pin set for the northwest corner of Lot 12;

THENCE, N 11°27'14"W, 44.11 feet to an iron pin set;

THENCE, S 75°55'09" W, 132.97 feet to an iron pin set;

THENCE, S 67°03'01" W, 70.91 feet to an iron pin set;

THENCE, S 32°15'10" W, 118.86 feet to an iron pin set;

THENCE, S 29°00'43" W, 58.99 feet to an iron pin set;

THENCE, S 34°25'05" W, 280.93 feet to an iron pin set;

THENCE, S 39°37'54" W, 50.30 feet to an iron pin set for the south corner of this subdivision;

THENCE, N 79°12'31" W, 45.51 feet to an iron pin set for the south corner of Lot 16;

THENCE, N 78°16'39" W, 85.38 feet to an iron pin set;

THENCE, N 07°04'11" W, 29.00 feet to an iron pin set;

THENCE, N 61°52'46" W, 48.10 feet to an iron pin set for the west corner of Lot 16; OR 17 360

THENCE, N 61°51'29" W, 238.24 feet (no pin set in the river) for the west corner of this subdivision;

THENCE, N 30°20'54" E, 412.56 feet for a point in the northwest line of this property;

THENCE, N30°20'54" E, 192.63 feet for most northerly west corner of this property;


THENCE, N81°29'05" E, 414.43 feet to a point in the north line of this property;

THENCE, N81°29'05" E, 508.99 feet to THE POINT OF BEGINNING.

STATE OF TEXAS
KNOWN TO ALL MEN BY THESE PRESENTS
COUNTY OF KERR

I, R. B. Motheral, Registered Professional Land Surveyor, do hereby certify that under my supervision an actual survey on the ground of the above platted land was made, and that the corner monuments are as stated above. This tract does partially lie within the 100 year flood plain.

TO CERTIFY WHICH, WITNESS my hand and seal at Kerrville, Kerr County, Texas, this the 3rd day of March, 2008, AD


R. B. Motheral, Registered Professional Land Surveyor
State of Texas No. 2874



Doc# BK Vol Pg
2044 OR 17 361

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Mar 05, 2008 at 08:00A

Receipt#: 4337
BK/Vol/Pg: OR 17 350
Document Number: 2044
Amount: \$6.00

By D Green, Deputy

STATE OF TEXAS COUNTY OF REAL
I hereby certify that this instrument was
FILED on this date and time stamped hereon by
me and was duly RECORDED in the OFFICIAL PUBLIC
RECORDS OF REAL COUNTY, TEXAS in the volume
and page as shown.

Bella Rubio, County Clerk
Real County, Texas

By DAnn Green, Deputy

Any provision herein which restricts the sale,
rental or use of the described real property
because of color or race is invalid and
unenforceable under federal law.

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS OF PECAN FARM
CABINS

This First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Pecan Farm Cabins (this "First Amendment") is made on April 11, 2008, by Frio Pecan Farm, L.P., a Texas limited partnership ("Declarant").

All capitalized terms not defined in this First Amendment will have the meaning ascribed to such term in the Declaration of Covenants, Conditions, Easements and Restrictions of Pecan Farm Cabins dated February 28, 2008, filed of record in Volume 17, Page 350 of the Official Public Records of Real County, Texas (the "Declaration").

RECITALS

- A. Declarant has previously entered into the Declaration.
- B. The Declaration provides that Declarant may unilaterally amend the Declaration for any purpose until December 31, 2028.
- C. Declarant desires to amend the Declaration as set forth below.

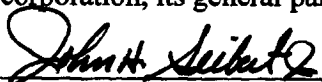
AMENDMENT

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Declarant hereby amends the Declaration as follows: "Property" (as such term is used in the Declaration) means that certain tract or parcel of land more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Except as specifically set out in this First Amendment, the Declaration is hereby ratified and affirmed in all respects.

Frio Pecan Farm, L.P., a Texas limited partnership

By: Frio Pecan Farm Management, Inc., a
Texas corporation, its general partner

By: 
Name: John H. Seibert, Jr.
Title: President

Doc# BK Vol Ps
2216 OR 18 592

STATE OF TEXAS
COUNTY OF REAL

This instrument was acknowledged before me on April 11, 2008, by John H. Seibert, Jr., President of Frio Pecan Farm Management, Inc., a Texas corporation, general partner of Frio Pecan Farm, L.P., a Texas limited partnership, on behalf of said limited partnership.



Katherine N Nunn

Notary Public, State of Texas

Exhibit "A" Property Description for Pecan Farm Cabins

**Prepared in the law office of and after recording return to: Garry A. Merritt, P.C.,
P.O. Box 441, Leakey, TX 78873**

FIELD NOTES
for
Pecan Farm Cabins
Real County, Texas

Doc# BK Vol Ps
2216 OR 18 593

This Subdivision is a 12.4355 acre tract out of the Frio Pecan Farm, Inc. property recorded in Volume 45, page 16, Real County Real Property Records.

BEGINNING at an iron pin found for the northeast corner of the 12.4355 acre subdivision, same being S 83° W, 1380.55 feet, and S 11°14'35" E, 159.79 feet from the reported northeast corner of the Edward Hughes Survey No. 1528;

THENCE, S 11°15'06" E, 272.53 feet to an iron pin set in the east property line of the Frio Pecan Farm property;

THENCE, S 78°48'17" W, 33.03 feet to an iron pin set in concrete, same being a reference point used to locate Lots 1 through Lot 19:

THENCE, S 11°14'09" E, 137.48 feet to an iron pin set;

THENCE, S 78°32'56" W, 386.20 feet to an iron pin set;

THENCE, N 15°04'59" W, 36.82 feet to an iron pin set as the southwest corner of Lot 12;

THENCE, N 11°26'15" W, 41.17 feet to an iron pin set for the northwest corner of Lot 12;

THENCE, N 11°27'14" W, 44.11 feet to an iron pin set;

THENCE, S 75°55'09" W, 132.97 feet to an iron pin set;

THENCE, S 67°03'01" W, 70.91 feet to an iron pin set;

THENCE, S 32°15'10" W, 118.86 feet to an iron pin set;

THENCE, S 29°00'43" W, 58.99 feet to an iron pin set;

THENCE, S 34°25'05" W, 280.93 feet to an iron pin set;

THENCE, S 39°37'54" W, 50.30 feet to an iron pin set for the south corner of this subdivision;

THENCE, N 79°12'31" W, 45.51 feet to an iron pin set for the south corner of Lot 16;

THENCE, N 78°16'39" W, 85.38 feet to an iron pin set;

THENCE, N 07°04'11" W, 29.00 feet to an iron pin set;

THENCE, N 61°52'46" W, 48.10 feet to an iron pin set for the west corner of Plot 16; OR 18 594

THENCE, N 61°51'29" W, 238.24 feet (no pin set in the river) for the west corner of this subdivision;

THENCE, N 30°20'54" E, 412.56 feet for a point in the northwest line of this property;

THENCE, N 30°20'54" E, 192.63 feet for most northerly west corner of this property;

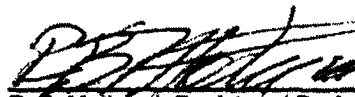
THENCE, N 81°29'05" E, 414.43 feet to a point in the north line of this property;

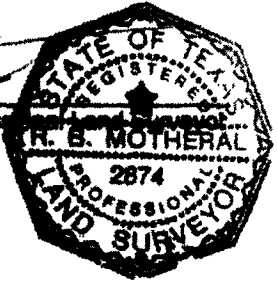
THENCE, N 81°29'05" E, 508.99 feet to THE POINT OF BEGINNING.

STATE OF TEXAS
KNOWN TO ALL MEN BY THESE PRESENTS
COUNTY OF KERR

I, R. B. Motheral, Registered Professional Land Surveyor, do hereby certify that under my supervision an actual survey on the ground of the above platted land was made, and that the corner monuments are as stated above. This tract does partially lie within the 100 year flood plain.

TO CERTIFY WHICH, WITNESS my hand and seal at Kerrville, Kerr County, Texas, this the 6th day of March, 2008, AD


R. B. Motheral, Registered Professional Land Surveyor
State of Texas No. 2874



Doc# BK Vol Pg
2216 OR 18 595

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Apr 14, 2008 at 12:54P

Receipt#: 4441
BK/Vol/Pg: OR 13 595
Document Number: 2216
Amount: 28.00

By D Green, Deputy

STATE OF TEXAS COUNTY OF REAL
I hereby certify that this instrument was
FILED on this date and time stamped hereon by
me and was duly RECORDED in the OFFICIAL PUBLIC
RECORDS OF REAL COUNTY, TEXAS in the volume
and page as shown.

Bella Rubio, County Clerk
Real county, Texas

By DAnn Greer, Deputy

Any provision herein which restricts the sale,
rental or use of the described real property
because of color or race is invalid and
unenforceable under federal law.