

**DECLARATION AND AGREEMENT
FOR THE
WEST PLUM CREEK WILDLIFE MANAGEMENT PROPERTY ASSOCIATION**

STATE OF TEXAS §

COUNTY OF CALDWELL §

THIS DECLARATION AND AGREEMENT, (the “Agreement”), made this ____ day of May 2026, by and between WHE Properties, LLC, a Texas limited liability company (“Owner”).

WHEREAS the Owner desires to create an association to ensure the implementation of a Wildlife Management Plan in compliance with the Texas Property Tax Code §23.51(7) on the Property, defined herein. Owner intends that the wildlife Management Plan qualify as a Wildlife Management Property Association as defined in 34 Texas Administrative Code (the “TAC”) §9.2001(b)(7).

WHEREAS, Owner intends this Agreement to be in accord as to the purpose and benefits of the Agreement, and hereby affirms:

- I. That the Property (as defined in **Exhibit A**) is a contiguous large-lot, unplatted subdivision.
- II. That the Properties are subject to the wildlife use requirements set forth in TAC §9.2005;
- III. That the Properties are appraised as qualified open space land under Tax Code, Chapter 23, Subchapter D;
- IV. That the Parties wish to form a Wildlife Management Property Association (hereinafter the “Association”) in accordance with TAC §9.2001(b)(7);
- V. That the Parties agree to be subject to this Agreement that legally obligates the Parties to perform the management practices and activities necessary for the Properties to qualify under 34 TAC Part 1, Chapter 9, Subchapter G for appraisal based on wildlife management use;
- VI. That the Association’s purpose will be to implement a wildlife management plan on a total of 87.772 in compliance with the Texas Property Tax Code §23.51(7) the Properties owned by the Parties, described in Exhibit A;
- VII. The Property is comprised of Tracts or Lots. A “Tract” or “Lot” for the purpose of this Agreement means the seven (7) individual tracts of land or Lots identified on the Plat, shown in Exhibit A, or any amendments thereto, and any Lots annexed into the subdivision, together with all improvements located therein. Each Tract or Lot in the West Plum Creek Wildlife Management Property Association meets or exceeds the minimum acreage required for a wildlife management association in the Post Oak Savannah Eco-Region, as defined in the TAC §9.2005(c);

- VIII. As of the date of this Agreement the Property is owned by WHE Properties LLC, but Owner intends to sell Lots. Owner intends that each lot will be a part of the Association.
- IX. That the wildlife management plan on each Property will be ecologically beneficial to the Property by improving wildlife habitat and/or water quality and quantity;
- X. The primary use of each Lot shall be wildlife management. The purpose of the Association is to actively manage the Lots through the use of beneficial wildlife management practices to propagate a breeding, migrating, or wintering population of indigenous wildlife on and around the Lots, which are in Caldwell County, Texas. Preparation, implementation and maintenance of active, meaningful wildlife and habitat management plans are the primary goals of the Association. Owner intends that the Wildlife Management Plan and/or an Individual Wildlife Management Plan be ecologically beneficial to the Property and the Lots be improving wildlife habitat and/or water quality and quantity; and that the non-wildlife uses of the Property and the Lots will not significantly or demonstrably interfere with the wildlife management practices and activities being conducted on the land.
- XI. That secondary uses of each lot will not significantly or demonstrably interfere with the wildlife management practices, and activities being conducted on the Properties will not be detrimental to the indigenous wildlife targeted for management, and;
- XII. That the Association needs the powers and responsibilities given below to achieve the benefits of the wildlife management program.

NOW THEREFORE, it is hereby declared that the Property will be actively managed to benefit as sustain a breeding, migrating, or wintering population of indigenous wildlife and that the indigenous wildlife population or habitat shall be produced for food, medicine, or recreation by humans.

Each Lot or Property shall be a part of the Association, subject to Lot owner acknowledgement, detailed herein, and each Lot shall meet the following requirements:

- I. The Association shall be in accordance with 34 TAC Part 1, Chapter 9, Subchapter G Rule §9.2001(b)(7). The primary use of the Properties, with the combined acreage of 87.772 acres shall be wildlife management. The purpose of the Association is to actively manage the Properties through the use of beneficial wildlife management practices to propagate a breeding, migrating, or wintering population of indigenous wildlife on and around the Properties, which are in Caldwell County, Texas. Preparation, implementation and maintenance of active, meaningful wildlife and habitat management plans are the primary goals of the Association;
- II. Lot owners shall coordinate the writing of their wildlife management plans and to exchange with each other copies of the final wildlife management plans filed with the Caldwell County Appraisal District within 30 days of filing;
- III. Lot owners agree to fully implement their wildlife management plans as filed and acknowledge in any case that at least three of the wildlife management practices outlined in the Property Tax Code §23.51(7) must be performed on each Lot;

- IV. Any residential development that occurs on the Lots shall be secondary in nature to the principal use of wildlife management, shall not significantly or demonstrably interfere with the wildlife management practices and activities being conducted on the land, shall not be detrimental to the species targeted for management, and further agree that any residential development shall comply with any applicable legal limits established for WMPAs for Caldwell County by Texas Administrative Code rule 9.2005(a);
- V. Lot owners shall coordinate and assist one another in carrying out their respective wildlife management activities when practicable. The Parties may elect to share the costs to implement wildlife management on the Properties when it is reasonable and desirable to do so at the independent discretion of the Parties (see Cost Sharing, below);
- VI. Lot owners shall notify each other of any lapses in implementation of the wildlife management plans, to enforce the requirements of this Agreement to implement the wildlife management plans, to assist one another in correcting such lapses, and to intervene to implement the wildlife management plans, if necessary; and
- VII. Lot owners will provide the Caldwell Central Appraisal District with information regarding wildlife management on the Properties when required or reasonably requested.

ANNUAL MEETING

Each Lot owner who wishes to participate in the Association shall participate in an annual meeting in order to coordinate wildlife management practices. The annual meeting may take place in person or via a telephone conference. When practicable, the annual meeting shall occur in January. Wildlife management plans for the upcoming year shall be exchanged at the annual meeting, along with any photographic or written documentation of the wildlife practices carried out on the Property in the prior year. In instances where the wildlife management plans from the prior year do not require updating – where either they are still valid or the appraisal district has not requested a new plan – Lot owners shall be released from the obligation to share the plan. In the event that a participating Lot owner is not present at the annual meeting, then that Lot owner may either send a proxy to the meeting with their wildlife management documentation or may provide the other Lot owners with his or her plan within 14 days after the meeting is held.

INTERIM REPORTS

Lot owners shall provide interim reports to each other in November of each year regarding the progress of and implementation of their plans. This information may be exchanged in person, on the telephone, or in writing.

COST SHARING

If the Lot owners agree to share costs, the division of the costs to be shared shall be mutually agreed to in writing before the costs are incurred. The written agreement shall clearly specify the division of the costs and the responsible party.

ENTIRE AGREEMENT AND PRIOR UNDERSTANDINGS

This Agreement and any attached and incorporated exhibits contain the entire Agreement and there are no representations, inducements, promises, agreements, arrangements, or undertakings; oral or written, other than those set forth in this Agreement and duly executed in writing.

PARTIES BOUND CLAUSE

This Agreement shall be binding upon and shall inure to the benefit of the Owner. As Owner sells Lots, Lot owners may execute acknowledgements of this Agreement, should they wish to participate, such acknowledgement is attached hereto as **Exhibit B**. In the event a Party seeks to or does transfer part or all of its property described in this Agreement to a separate entity wholly owned by the Party, but not a party to this Agreement, that party will be required to elect to join the Association or decline to join the Association.

AMENDMENT OR MODIFICATION

The Parties are allowed to amend their respective wildlife management plans, however each Party must be notified within 30 days of the amendments, and changes that would make a plan unqualified for the wildlife management appraisal are prohibited during the term(s) of this Agreement.

This Agreement may not be amended except by written agreement duly executed by all of the Parties.

ENFORCEMENT

The Parties have the right to enforce this Agreement. Remedies include specific performance of this Agreement, specific performance of the wildlife management plans, termination of any parties' involvement in the Association, or any other remedy allowed by law.

If the Caldwell County Appraisal District sends notice of non-compliance or requests reapplication due to non-compliance of any party to this agreement, the other parties to this agreement may request that the breaching party remedy the non-compliance or the other parties may terminate the non-complying party's membership in the Association. The non-complying party shall have 30 days to implement or propose a schedule of implementation for the wildlife management plan, which complies with Subchapter D of the Texas Property Tax Code or 30 days in which to give written notice of withdrawal from the Association.

NO WAIVER

The failure or delay of any Party in the enforcement of the rights detailed in this Agreement shall not constitute a waiver of their rights nor shall it be considered as a basis for estoppel either at equity or at law. That Party may exercise its rights under this Agreement despite any delay or failure to enforce those rights at the time the cause of action or right or obligation arose.

SEVERABILITY

If any provision of this Agreement is for any reason held violative of any applicable law, governmental rule or regulation, or if the provision is held to be unenforceable or unconscionable, then the invalidity of that specific provision shall not be held to invalidate the remaining provisions of this Agreement. All other provisions and the entirety of this Agreement shall remain in full force and effect unless the removal of the invalid provision destroys the legitimate purposes of this Agreement, in which event this Agreement shall be cancelled and terminated.

NOTICES

Any and all notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if sent by certified mail, postage prepaid, and addressed as follows:

The Parties hereby reserve the right to designate in writing to the other Party any change of name, change of person, or address to which the notices shall be sent.

STATE LAW AND VENUE DETERMINATION

This Agreement shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due, performable, and payable in Caldwell County, Texas. The Parties agree that venue for purposes of any and all lawsuits, causes of action, arbitrations, or other disputes shall be in Caldwell County, Texas.

EFFECTIVE DATE AND TERM; TERMINATION

This Agreement shall be effective from the date of execution and shall remain in full force until December 31, 2026. After the initial term, this Agreement shall be automatically renewed for additional 1-year terms. Any Party

This Agreement may be cancelled at any time with the mutual written consent of all Parties. Any Party may opt out of this Agreement at any time and at its sole discretion. To exercise this right, the Party must provide written notice of its decision to opt out to all other Parties. The optout shall take effect upon delivery of the written notice, unless the Party specifies a later effective date in the notice.

If any Party sells any Property subject to this Agreement to a third party not wholly owned by the selling Party, then this Agreement will continue with the third party until the expiration of the year of sale. The third party shall then take part in the annual meeting and opt in, should they choose. The Party that sells the Property is solely responsible to notifying the third party of this Agreement.

REPRESENTATIONS

No representations, promises, guarantees or warranties were made to induce any Party to execute this Agreement other than those stated in the Agreement.

UNDERSTANDING

By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement and the attachments and exhibits hereto.

This Agreement is signed, accepted and agreed to by all Parties by and through the Parties OR their agents or authorized representatives. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

[signature pages follow]

EXHIBIT A

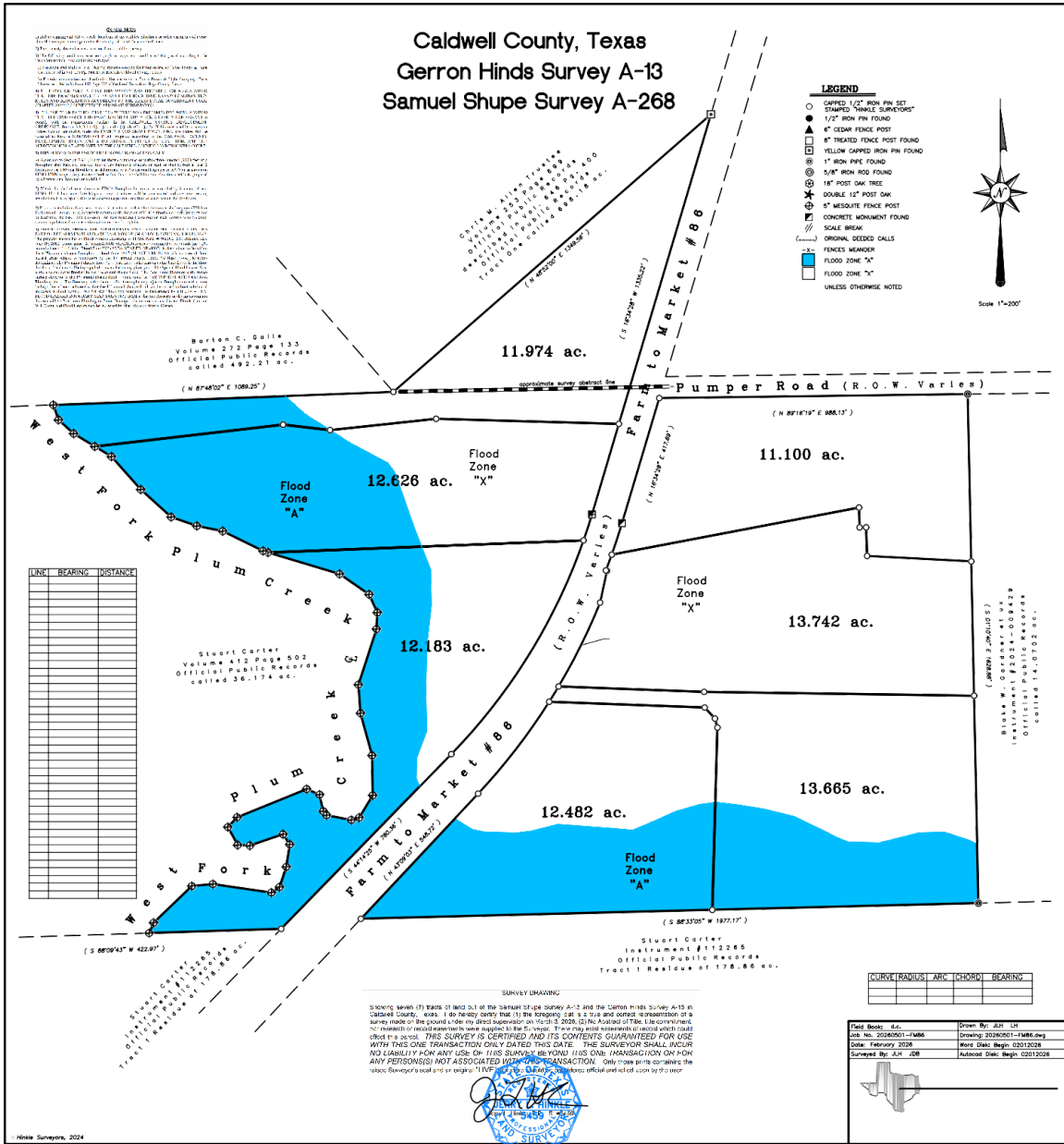


EXHIBIT B

ACKNOWLEDGEMENT OF PARTICIPATION IN WEST PLUM CREEK WILDLIFE MANAGEMENT ASSOCIATION

The undersigned hereby acknowledges, represents, and agrees as follows:

1. Receipt and Review. The undersigned acknowledges receipt of a true and correct copy of the West Plum Creek Wildlife Management Agreement (the "Agreement"), Wildlife Management Plan for the Lot containing _____ acres more or less and being more particularly described in that deed recorded in the Official Public records of Caldwell County, Texas as Document Number _____, and confirms that the undersigned has reviewed and understands the terms and conditions thereof.

2. Voluntary Execution and Inclusion in the Association. The undersigned acknowledges that this Acknowledgement is executed knowingly and voluntarily, without duress or coercion, and after having had the opportunity to consult with legal counsel of the undersigned's choosing. By acknowledging the Agreement and Association, the undersigned is agreeing to participate in the Wildlife Management Association ("Association") in accordance with the terms of the Agreement.

3. Authority. The undersigned represents and warrants that it has full right, power, and authority to execute and deliver this Acknowledgement and that the individual executing this Acknowledgement is duly authorized to bind the undersigned, if applicable.

ACKNOWLEDGED AND AGREED:

By: _____
Name: _____
Title: _____
Entity (if applicable): _____
Date: _____