

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE
BOERNE STAGE AIRFIELD (5C1)**

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions ("Declarations") is made on the 7th day of February 2023, and set forth by Boerne Stage Airfield, LLC, a Texas limited liability company, hereinafter referred to as ("Declarant").

Witnesseth:

Whereas, Declarant is the owner of the Boerne Stage Airfield, Boerne, Bexar County, Texas, which is more particularly described in the attached **Exhibit A** ("Boerne Stage Airfield Legal Description") as attached and incorporated herein;

Whereas, it is Boerne Stage Airfield's mission to maintain a safe environment and to ensure all airport operations are in compliance with the rules and regulations as stated herein. These Declarations, Covenants, Conditions, and Restrictions apply to all users operating at Boerne Stage Airfield, including but not limited to those with access by virtue of an easement as incorporated in document 20200023451 located in the Bexar County Property Records. These Declarations, Covenants, Conditions, and Restrictions are intended to identify all terms and conditions to support a safe, secure, efficient, and legally compliant operation of the airfield. For identification purposes, see attached **Exhibit B** ("Boerne Stage Airfield Map"), as attached and incorporated herein. Ensuring the safety of Boerne Stage Airfield pilots and personnel, is the top priority;

Whereas, Declarant desires to provide for the enjoyment and safety of the public and patrons of the Boerne Stage Airfield and therefore desires to subject the Boerne Stage Airfield to these Declarations, together with any such additions as may hereafter be made thereto;

Whereas, Declarant desires to amend and restate the prior Declarations of Covenants, Conditions, and Restrictions of Boerne Stage Airfield. All of the covenants and conditions and restrictions are incorporated and annexed herein as recorded and amended in the Bexar County Deed and Plat Records. In the event of a conflict between prior declarations and these Declarations, these Declarations are superior to the prior recorded covenants. Any easement granted, in the past or present, by Boerne Stage Airfield is subject to these Declarations which fully describes the airport rules of conduct and pattern procedures; and

**Article I
Definitions**

1.1 Apron shall mean any constructed path which is used for ingress and egress between the taxiway, runway, or aircraft hangar.

1.2 Boerne Stage Airfield Essential Personnel or any individual Declarant determines to be essential, shall mean persons, approved by Declarant, to be actively involved in airfield operations, airfield landscaping or maintenance, supporting airfield operations, employees of Flight School, or contractor, or employee of a subcontractor, approved by Declarant, at Boerne Stage Airfield.

1.3 Declarant shall mean Boerne Stage Airfield, LLC, a Texas limited liability company.

1.4 Essential Activities shall include any activity connected to airfield operations, including but not limited to training, maintenance, and such activity used to assist the activities of the Boerne Stage Airfield. Essential activities include, but are not limited to, maintenance, loading and unloading of passengers, luggage, cargo, air traffic control and flight operations, fueling of aircraft, and any such activity used to assist the activities of the Boerne Stage Airfield.

1.5 Flight School shall mean the business located on Boerne Stage Airfield in the business of renting airplanes and/or offering flight instruction.

1.6 Not in Good Standing shall mean a person who is not current on all payment obligations to Boerne Stage Airfield; a person who has a "Third Violation" or its equivalent; a person who has been removed from or not currently allowed on the Boerne Stage Airfield for any reason; a person who is currently in violation of these Declarations, or a homeowner who the Threshold Ranch Homeowners Association has determined is not in good standing with the Threshold Ranch Homeowner's Association and such status has been communicated to Declarant.

1.7 Official Airfield Business shall mean Fixed Based Operations support, self-service fuel pumps, Texas Skies Flight School, or Boerne Stage Airfield approved aircraft maintenance facility.

1.8 Patron shall mean any person in good standing and that owns a hangar located at Boerne Stage Airfield, a lessee of a hangar located at Boerne Stage Airfield, a Threshold Ranch Homeowner in good standing with the Threshold Ranch Homeowners Association, Boerne Stage Airfield Essential Personnel, client of the Flight School, whether renting an airplane or engaged in flight instruction, or an invitee of the above so long as they are either accompanied or authorized by Declarant.

1.9 Protected Clear Zone shall mean any of the area extending from both ends of the runway and 160 feet each direction from the centerline of the runway. The runway is identified in Exhibit B. The Protected Clear Zone is intended to provide a safe, clear space for aircraft takeoffs and approaches and to protect individuals and property on the ground.

1.10 Protected Obstacle Free Zone shall mean the area extending thirty (30) feet in each direction from the centerline of the taxiway. The taxiways are identified in Exhibit B. The Protected Obstacle Free Zone is intended to provide a safe, clear space for aircraft taxiing to the runway or hangar and to protect individuals and property from damage.

1.11 Threshold Ranch Homeowners shall mean any current property owner in the Threshold Ranch Subdivision.

1.12 Threshold Ranch Homeowners Association shall mean the Threshold Ranch Homeowners Association, a Texas non profit corporation.

1.13 Threshold Ranch Subdivision shall mean Threshold Ranch Planned Unit Development according to the plat of said subdivision recorded in Volume 9615, pages 188-192 of the Deed and Plat Records of Bexar County, Texas.

1.14 Trespasser shall include any individual that is neither a Boerne Stage Airfield Essential Personnel, a Patron, nor an individual with written authorization or permission from Declarant or Declarant's agent to be on the Boerne Stage Airfield Property.

ARTICLE II GENERAL RULES OF CONDUCT

2.1 The right of enjoyment of the Boerne Stage Airfield may be terminated for any violation of these Declarations, any activity not approved by Declarant, or any activity otherwise deemed unsafe by Declarant, in its sole discretion.

2.2 Declarant retains, in its sole discretion the right to grant a written waiver to any of the declarations, covenants, conditions or restrictions.

- 2.2.1 Use and enjoyment of the Boerne Stage Airfield is limited to Patrons conducting Essential Activities and/or ingress and egress for purposes of flight or maintenance of aircraft.
- 2.2.2 All unauthorized persons must be accompanied by a Patron or Boerne Stage Airfield Essential Personnel at all times while at the Boerne Stage Airfield.
- 2.2.3 All operators of an airborne vehicle ("Aircraft") on the Boerne Stage Airfield must be licensed by the Federal Aviation Administration ("FAA"), possess a current medical (if applicable), and must be current and proficient. All Aircraft operators must always carry required FAA certification documents while operating an aircraft or vehicle. All flight students must be authorized by or under the supervision of an FAA certified instructor.
- 2.2.4 All operators of any motor vehicle on the Boerne Stage Airfield must possess a current driver's license.
- 2.2.5 In order to participate and or operate any Aircraft or other vehicle, as a driver or passenger, on any portion of Boerne Stage Airfield, every individual must be a Patron.
- 2.2.6 Any and all uses of the Boerne Stage Airfield shall comply with applicable FAA procedures related to aviation, airfield safety, operation, and procedures. Declarant maintains the absolute right in its sole discretion to interpret such FAA procedures.
- 2.2.7 Based aircraft must be General Aviation type in nature, not exceeding the FAA defined limits of a General Aviation aircraft and a noise limit of 95 decibels root mean squared ("RMS") single event noise level at 500 feet above ground level ("AGL") on departure. (For example, a Cessna 172 at 300 feet measured 78 decibels RMS at the southern property line with a full power departure).

- 2.2.8 Gross weights above 12,500 pounds are subject to prior written approval, by Declarant, and runway stress tests. Declarant reserves the right to restrict to certain hours and days of the week the activity of any Aircraft that might exceed these standards or that generates noise of such a nature that, based on Declarant's expertise, may be considered not compatible with the Boerne Stage Airfield.
- 2.2.9 No pets or other animals, other than those being flown in an aircraft or qualified service animal, shall be allowed on the Boerne Stage Airfield. All pets must be crated or leashed at all times or in an FAA approved carrier.
- 2.2.10 Use of a golf cart or similar vehicle is solely for the purpose of maintenance or other activities associated with airflight or support of such. Any such vehicle must be equipped with an LED beacon on the top of the vehicle.
- 2.2.11 All pedestrians, golf carts, and vehicles shall utilize the farthest, most northern runway taxiway crossing, if required to cross the runway, and must be for Essential Activities only (Boerne Stage Airfield Essential Personnel are exempt from this rule). The northern runway taxiway crossing is identified in Exhibit B as B1.
- 2.2.12 Threshold Ranch Homeowners shall only use the South Gate entrance to the Boerne Stage Airfield and *only for* Official Airfield Business. A violation of this rule shall place the Threshold Ranch Homeowner Not in Good Standing with the Boerne Stage Airfield.
- 2.2.13 No Ultralights of any kind are allowed at Boerne Stage Airfield.
- 2.2.14 Touch and Go Procedures are not authorized for transient aircraft. For all other purposes, Touch and Go Procedures are limited to three (3) Touch and Go Procedures per day per pilot.
- 2.2.15 For privacy and security, NO pictures or recordings of any kind are permitted on Boerne Stage Airfield, Aircraft located at Boerne Stage Airfield, Boerne Stage Employees, or Boerne Stage Airfield customers. Patrons may utilize fixed security cameras on the exterior of their building so long as the camera's field of view does not exceed the property line by more than twenty-five (25) feet in any direction.
- 2.2.16 Dirt bikes and four wheelers are prohibited on the Boerne Stage Airfield.
- 2.2.17 No noxious odors, smoke, or pollutants shall be allowed to escape or migrate from any structure or hangar.
- 2.2.18 Any interference with local radio frequency for personal communication or non-aviation related use is prohibited.
- 2.2.19 No open fires or firepits are allowed on the Boerne Stage Airfield.

- 2.2.20 No unmanned aircraft systems ("UAS") as defined by the FAA or "drones" of any type or model are allowed on the Boerne Stage Airfield. UAS or drones may be utilized for advertisements or topography purposes at Declarant's discretion and written approval. Any UASs must follow FAA regulations.
- 2.2.21 No kites or similar objects may be used on the Boerne Stage Airfield.
- 2.2.22 Any minor child or invitee of Patron is the responsibility of the Patron that is afforded access to the Boerne Stage Airfield.
- 2.2.23 In the event of an accident or any other emergency, immediately contact 911 and then notify Declarant, its agents, representatives, or employees.
- 2.2.24 Boerne Stage Airfield, its agents, representatives, or employees shall be notified immediately in the event any object or debris appears to be or is on any taxiway, ramp, or runway.
- 2.2.25 Boerne Stage Airfield, its agents, representatives, or employees, shall be notified immediately in the event any individual encounters an oil or fuel spillage on any taxiway, ramp, or runway.
- 2.2.26 The following items are NOT allowed on any part of Boerne Stage Airfield:
 - 2.2.26.1 Dog walking;
 - 2.2.26.2 Jogging;
 - 2.2.26.3 Biking;
 - 2.2.26.4 Exercise of any kind;
 - 2.2.26.5 Roller blading;
 - 2.2.26.6 Minors under 18 playing or loitering;
 - 2.2.26.7 Any person loitering outside of a hangar, near taxiways, or the Runway;
 - 2.2.26.8 Fireworks of any kind;
 - 2.2.26.9 Firing of any weapons or guns;
 - 2.2.26.10 Cannons or any black powder explosive devices; or
 - 2.2.26.11 Any other activity Declarant deems unsafe.
- 2.2.27 When entering the Boerne Stage Airfield through either the South Gate or the Threshold Ranch Homeowners Association Entrance, no tail gaiting is allowed, each vehicle must enter its own security code or call the Fixed Base Operator ("FBO") to be allowed access.

- 2.2.28 No motorized vehicle shall travel in excess of thirty (30) miles-per-hour on the Boerne Stage Airfield, unless otherwise posted by Declarant.
- 2.2.29 Any individual using the Boerne Stage Airfield shall follow any rules or directions of Declarant or its authorized agents or shall immediately have their right to be on the Boerne Stage Airfield revoked and may be treated as a trespasser.
- 2.2.30 Individuals leasing aircraft hangars, including their invitees, are prohibited, at all times, from parking vehicles on the grass areas or non-improved areas of Boerne Stage Airport, unless otherwise approved by Boerne Stage Airfield.

ARTICLE III TAXIWAYS

3.1 Boerne Stage Airfield taxiways are thirty (30) feet wide. At no time, shall a taxiway be blocked by an unattended Aircraft, vehicle, or construction materials or construction equipment. A Protected Obstacle Free Zone for all Boerne Stage Airfield taxiways extends thirty (30) feet from either side of the center line of the taxiway.

3.2 There is a mandatory right-of-way to any Aircraft at any time said Aircraft is transitioning to the runway, via a taxiway or parking apron.

3.3 Excluding aircraft, no motorized vehicle shall travel in excess of thirty (30) miles per hour on the Boerne Stage Airfield.

3.4 No unattended vehicles, aircraft, or any other obstructions are allowed in within the Protected Obstacle Free Zone that would obstruct the movement of aircraft or other vehicles, except during the active movement of aircraft into or out of hangars.

ARTICLE IV RUNWAY

4.1 Boerne Stage Airfield has one sixty (60) foot wide Runway, better described as Runway 17/35.

4.2 The Protected Clear Zone for the Boerne Stage Airfield runway extends 160 feet from either side of the center line of the Runway and must remain clear at all times, unless being utilized for Essential Activities.

4.3 Runway Crossing is NOT authorized by any pedestrian or non-Aircraft vehicle. Vehicles used by authorized Boerne Stage Airfield Essential Personnel, subcontractors, and Declarant are exempt. All Boerne Stage Airfield essential personnel vehicles, utilizing any runway crossing except the most northern runway crossing, must have an LED Beacon light attached to the vehicle, and a two-way VHF capable radio, capable of monitoring and transmitting on 123.00. Additionally, essential personnel shall make an informational radio call on 123.00, prior to entering and after clearing the runway.

4.4 No nonessential activities are allowed on the Boerne Stage Airfield without written approval of Declarant. Any activities not deemed Essential Activities by Declarant are deemed nonessential.

4.5 An individual on the Boerne Stage Airfield is required to abide by all signage posted on Boerne Stage Airfield.

4.6 All pilots must comply with all flying pattern procedures as per AWOS recording (Right pattern for Runway 17, Left pattern for Runway 35).

ARTICLE V NOISE ABATEMENT

5.1 All activity occurring on the Boerne Stage Airfield shall be conducted in an orderly manner with minimum noise.

5.2 All aircraft must climb on runway heading until 1NM past the departure end of the runway or 500' AGL (whichever occurs first) before turning on departure leg climb out, or for a closed pattern, unless for critical actions or an emergency.

5.3 Aircraft shall NOT overfly Threshold Ranch Subdivision less than 1,000 feet AGL.

5.4 Noise Abatement Procedures include but are not limited to:

5.4.1 No buzzing;

5.4.2 No low approaches;

5.4.3 No high speed, low altitude flybys;

5.4.4 No simulated bombing runs; or

5.4.5 Anything Declarant deems to be a Noise Violation.

ARTICLE VI BOERNE STAGE AIRFIELD PATTERN/ TAXI PROCEDURES

6.1 When winds are calm, the primary runway utilized for landing at Boerne Stage Airfield is Runway 17.

6.2 For glider operations situational awareness, all aircraft will make a courtesy radio call, upon reaching ten (10) nautical miles ("NM") from the airfield. If gliders have not initiated takeoff procedures, gliders will expeditiously remove the glider from the runway to allow arriving aircraft to land, without a glider, personnel, or vehicles obstructing the runway.

6.3 If equipped, all pilots shall ensure their aircraft landing light is ON no later than 10 NM from Boerne Stage Airfield when flying a straight-in approach and landing or prior to initiating the final turn for an overhead pattern and landing.

6.4 Pilots will ensure aircraft strobe lights are on and properly functioning at all times when the Aircraft's engine is operating.

6.5 Pilots will broadcast a ground taxi radio call, with location and intentions, prior to taxiing Aircraft.

6.6 Pilots will monitor 123.00 at all times during taxi and takeoff, and while established in the confines of 5C1 airspace and airfield.

ARTICLE VII **VIOLATIONS OF BOERNE STAGE AIRFIELD RULES OF CONDUCT**

7.1 Declarant may notify, either verbally, by email, or by text, an individual of a violation of the Boerne Stage Airfield. If notification is provided verbally, by email, or by text, Declarant shall provide, within five (5) business days of the date of the verbal, email, or text notification, formal written notice signed by Declarant or an individual authorized by Declarant to take such action.

7.2 In the event the violator is a minor child or invitee of a Patron, the parent or guardian of the minor child will be held responsible for the violation as if the parent or guardian committed the violation. A Patron will be held responsible for the violation of an invitee.

7.3 Violation Notification shall be in writing and may be delivered via United States Postal Service Certified Mail, Federal Express, or process server. In the event these delivery processes fail, the violation notification will be affixed to the front door of the residence of the violator or the entry door for a hangar.

7.4 Consequences of Violations:

7.4.1 First Violation Written Notification. Violator will receive written notification including the date of the violation and an explanation of why such action constitutes a violation of the Boerne Stage Airfield Declarations.

7.4.2 Second Violation Written Notification and a Fine. Violator will receive written notification including the date of the violation and an explanation of why such action constitutes a violation of the Boerne Stage Airfield Declarations. A fine, not to exceed \$1,500.00 will be assessed against the violator. A failure to pay the fine within thirty (30) days shall automatically place the violator Not in Good Standing. The fine will be based on the severity of the violation and any costs incurred by Boerne Stage Airfield as a result of the violation will also be assessed.

7.4.3 Third Violation Termination of Rights to Access or Use the Boerne Stage Airfield. The violator shall be placed Not in Good Standing.

7.4.4 If any violation causes or threatens loss of life or material property damage, Declarant can determine such violation constitutes a second or third violation.

7.4.5 Declarant has the sole ability to determine whether a person is Not in Good Standing.

7.5 If a person is determined to be Not in Good Standing, Declarant reserves the right to impose a permanent ban to the individual's use and enjoyment of the Boerne Stage Airfield. Declarant reserves the right to review or alter the imposition of any permanent ban.

ARTICLE VIII MISCELLANEOUS

8.1 Amendment. This Declaration or any Supplemental Declaration may be amended by Declarant in writing and recorded in the Deed and Plat Records of Bexar County.

8.2 Notices. Any notice permitted or required to be given in this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid.

8.3 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating uniform rules of conduct for the development and operation of Boerne Stage Airfield and to promote safety. This Declaration shall be construed and governed under the laws of the State of Texas.

8.4 Enforcement and Non-Waiver. Except as otherwise provided herein, Declarant shall have the right to enforce all of these provisions against any user of the Boerne Stage Airfield and any Threshold Ranch Homeowner. Such right of enforcement shall include both damages for, and injunctive relief against the breach of any such provision. The failure to enforce any provision of this Declaration shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

8.5 Restrictions Severable. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

8.6 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include, the masculine, feminine and neuter.

8.7 Captions and Titles. All captions and titles used in this Declaration are intended solely for the convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections, or articles hereof.

8.8 Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, the interpretation, which is most nearly in accordance with the general purposes and objectives of this Declaration, shall govern.

8.9 Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration is omitted, then it is hereby declared that such omission was unintentional and the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

8.10 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations to individuals, males, or females, shall in all cases be assumed as thought in each case fully expressed.

IN WITNESS THEREOF, the Declarant has executed this DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE BOERNE STAGE AIRFIELD as of the 7th day February 2023.

Declarant:

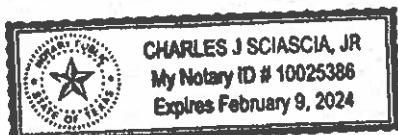
**BOERNE STAGE AIRFIELD, LLC,
a Texas limited liability company**

By: Boerne Stage Airport, LLC,
a Delaware limited liability company,
its Sole Member

By: Alejandra Rendon
Attorney at Law

STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on the 7th day of February 2023 by Alejandra Rendon, Attorney at Law for Boerne Stage Airport, LLC, the sole member of Boerne Stage Airfield, LLC, the Declarant, for the purposes and considerations therein expressed.



considerations therein expressed.

Charles J. Simard
Notary Public, State of Texas

My Commission Expires on 2/9/2024

**This Page
Intentionally Left Blank**

EXHIBIT "A"

TRACT ONE:

Lot 71, BOERNE STAGE FIELD (P.U.D.), situated in Bexar County, Texas, according to plat thereof recorded in Volume 9576, Pages 192-193, Deed and Plat Records of Bexar County, Texas.

TRACT TWO:

A parcel of land, being out of Lot 902, Block 3, THRESHOLD RANCH SUBDIVISION P.U.D., situated in Bexar County, Texas, according to plat thereof recorded in Volume 9612, Pages 69-73, as amended in Volume 9615, Pages 188-192, Deed and Plat Records of Bexar County, Texas, LESS AND EXCEPT that portion thereof. Said parcel of land out of said Lot 902 and LESS AND EXCEPT portion of said Lot 902 being more particularly described by metes and bounds in Exhibit "A-1" attached hereto and made apart hereof for all intents and purposes.

TRACT THREE:

Lot R13, SCENIC LOOP ESTATES, situated in Bexar County, Texas, according to plat thereof recorded in Volume 9510, Page 199, Deed and Plat Records of Bexar County, Texas.

TRACT FOUR:

Lot R5, SCENIC LOOP ESTATES, situated in Bexar County, Texas, according to plat thereof recorded in Volume 9510, Page 199, Deed and Plat Records of Bexar County, Texas.

TRACT FIVE:

3.091 acres of land, more or less, out of the Antonio Cruz Survey No. 170, Abstract No. 123, County Block 4680, situated in Bexar County, Texas, and being part of the remainder of a 5.135 acre tract of land described in Volume 8540, Page 994, Bexar County Official Public Records; and being the same property as "Tract 1" and "Tract 2" as described in the General Warranty Deed file for record in Volume 16233, Page 131, Bexar County Official Public Records. Said 3.091 acres of land, more or less, being more particularly described by metes and bounds in Exhibit "A-2" attached hereto and made a part hereof for all intents and purposes.

TRACT SIX:

A 2.281 acre parcel of land, more or less, out of the Antonio Cruz Survey No. 170, Abstract No. 123, County Block 4680; out of the Anton Beyer Survey No. 366 1/2, Abstract No. 76, County Block 4681, and further being out of the W. Hughes Survey No. 173, Abstract No. 340, County Block 4707, situated in Bexar County, Texas, and being the remaining portion of a 3.528 acre tract of land, more or less, described in WARRANTY DEED WITH VENDOR'S LIEN recorded in Volume 7609, Page 1470, Official Public Records of Bexar County, Texas. Said 2.281 acre parcel of land, more or less, being more particularly described by metes and bounds in Exhibit "A-3" attached hereto and made a part hereof for all intents and purposes.

EXHIBIT "A-1"

TRACT 2 – Section A – Block 3, Lot 902

A parcel of land being a part of the Antonio Cruz Survey No. 170, Abstract 123, County Block 4680, Bexar County, Texas, known as Lot 902 Block 3 of Threshold Ranch Subdivision as recorded at Volume 9615, page 188 of the Plat Records of Bexar County, Texas, now being described by metes and bounds as follows:

BEGINNING at a $\frac{1}{2}$ " Rebar marking the Northeast corner of Lot 901, Block 3, as shown on said Plat of Threshold Ranch Subdivision, this being an angle point on said Lot 902;

Thence, run South $01^{\circ}01'02''$ West along the East boundary of said 901 for a distance of 64.98 feet to the Southern Southwest corner of said Lot 902;

Thence, run South $89^{\circ}17'19''$ East along the South boundary of said Lot 902 for a distance of 127.01 feet to the Southeast corner of said Lot 902;

Thence, run North $06^{\circ}06'27''$ West along the East boundary of said Lot 902 for a distance of 660.17 feet to the Northeast corner of said Lot 902;

Thence, run South $83^{\circ}53'34''$ West along the North boundary of said Lot 902 for a distance of 266.01 feet;

Thence, run South $06^{\circ}06'29''$ East along the West boundary of said Lot 902 for a distance of 320.28 feet to an angle point on said West boundary;

Thence, run South $66^{\circ}11'27''$ East along said West boundary for a distance of 32.01 feet;

Thence, run South $06^{\circ}06'28''$ East along said West boundary for a distance of 229.99 feet to a point intersection the North boundary of said Lot 901;

Thence, run South $89^{\circ}19'23''$ East along the North boundary of said Lot 901 for a distance of 121.03 feet to the point of beginning

LESS AND EXCEPT

A parcel of land being a part of the Antonio Cruz Survey No. 170, Abstract 123, County Block 4680, Bexar County Texas, being a part of Lot 902 Block 3 of Threshold Ranch Subdivision as recorded at Volume 9615, page 188 of the Plat Records of Bexar County, Texas, now being described by metes and bounds as follows:

Commencing at the Northeast corner of Lot 902 of said Threshold Ranch Subdivision;

THENCE, run South $83^{\circ}53'34''$ West along the North boundary of said Lot 902 for a distance of 98.13 feet to the point of intersection with the East boundary of the 2.210 acre parcel of land known as the "Robert Bruce House Lot" for the beginning point of the excepted parcel;

Thence, from said EXCEPTION POINT OF BEGINNING, run South 06°07'00" East along the East boundary of the Robert Bruce House Lot for a distance of 15.45 feet to a $\frac{1}{2}$ " Rebar marking the Southeast corner of said Robert Bruce House Lot;

Thence, run south 83°53'08" West along the South boundary of said Robert Bruce House Lot for a distance of 167.87 feet to the West boundary of said Lot 902;

Thence, run North 06°06'29" West along the West boundary of said Lot 902 for a distance of 15.39 feet to the Northwest corner of said Lot 902;

Thence, run North 83°52'00" East along the North boundary of said Lot 902 for a distance of 167.87 feet to the exception point of beginning.

After deducting the above described exception, Tract 2 contains 3.508 acres of land, more or less.

EXHIBIT "A-2"

Tract 5 – CB 4680 P-32, P-32C

A parcel of land being a part of the Antonio Cruz Survey No. 170, Abstract 123, County Block 4680, Bexar County, Texas, and being part of the remainder of a called 5.135 acre Tract of land described in Volume 8540, Page 997, and being the same property as "Tract 1" and "Tract 2" as described in the General Warranty DEED filed for Record at Volume 16233, page 131 of the Deed Records of Bexar County, Texas, now being described by metes and bounds as follows:

BEGINNING at an $\frac{1}{2}$ " Rebar on the Northeasterly line of Boerne Stage Road at its intersection with the South line of a 1.33 acre tract of land conveyed to Edward R. Carlisle, Et Ux, Recorded in Volume 2835, page 499 of the Deed Records of Bexar County, Texas, being the Northwest corner of this tract, the Northeast corner of the adjoining 0.2735 acre tract of land conveyed to the State of Texas, recorded in Volume 3873, Page 693 of the Deed Records of Bexar County, Texas, and the Southeast corner of an adjoining 0.1167 acre tract of land conveyed to the State of Texas recorded in Volume 3939, page 501 of the Deed Records of Bexar County, Texas;

Thence, North $70^{\circ}42'54''$ East along the North boundary of this Tract for a distance of 385.72 feet to a $\frac{1}{2}$ " Rebar marking the Northeast corner of this parcel;

Thence, run South $10^{\circ}16'44''$ East along the East boundary of this tract for a distance of 625.30 feet to a $\frac{1}{2}$ " Rebar marking the Southeast corner;

Thence, run North $56^{\circ}29'45''$ West for a distance of 188.07 feet to a $\frac{1}{2}$ " Rebar marking an angle point on the West boundary of this parcel;

Thence, run North $43^{\circ}49'33''$ West along the West boundary of this property for a distance of 109.21 feet to a $\frac{1}{2}$ " Rebar marking an angle point on the East boundary of the Boerne Stage Road;

Thence, run North $38^{\circ}32'38''$ West along the West boundary of this property and the East boundary of the Boerne Stage Road for a distance of 171.01 feet to a $\frac{1}{2}$ " Rebar marking an angle point on said West boundary;

Thence, run North $38^{\circ}32'38''$ West along the West boundary of this parcel and the East boundary of the Boerne Stage Road for a distance of 219.30 feet to the point of beginning, containing 3.091 acres of land, more or less.

EXHIBIT "A-3"

Tract 6 - CB4680 P-26

A 2.281 acre parcel of land being part of the Antonio Cruz Survey No. 170, Abstract 123, County Block 4680, Bexar County, Texas, and being part of the Anton Beyer Survey No. 366 $\frac{1}{2}$, Abstract No. 76, County Block 4681, Bexar County, Texas, and further being out of the W.H. Hughes Survey No. 173, Abstract 340, County Block 4707, Bexar County, Texas, and a part of that parcel of land conveyed by Warranty Deed recorded In Volume 7609, page 1470 of the Deed Records of Bexar County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at a $\frac{1}{2}$ " Rebar marking the Northeast Right-of-Way line of the Boerne Stage Road, said $\frac{1}{2}$ " Rebar marking the Western-most corner of a 4.4295 acre tract as recorded in Volume 3834, page 1750 of the Deed Records of Bexar County, Texas;

Thence, run North 71°01'19" East for a distance of 31.25 feet to a $\frac{1}{2}$ " Rebar marking an angle point on the North boundary of this parcel;

Thence, run North 21°59'13" East along the North boundary of this parcel for a distance of 24.62 feet to a $\frac{1}{2}$ " Rebar marking the Northeast corner of this parcel;

Thence, run South 57°43'58" East along the East boundary of this parcel for a distance of 437.03 feet to a $\frac{1}{2}$ " Rebar marking an angle point on said East boundary;

Thence, run South 21°35'08" East along said East boundary for a distance of 63.12 feet to a $\frac{1}{2}$ " Rebar marking an angle point on said East boundary;

Thence, run South 11°55'49" East along said East boundary for a distance of 93.91 feet to a $\frac{1}{2}$ " Rebar marking the Northeast corner of called 1.241 acre parcel conveyed by Special Warranty Deed filed as Document No. 20200058561 of the Deed Records of Bexar County, Texas, herein referred to as the "Bexar County Emergency Services District 4 Tract"

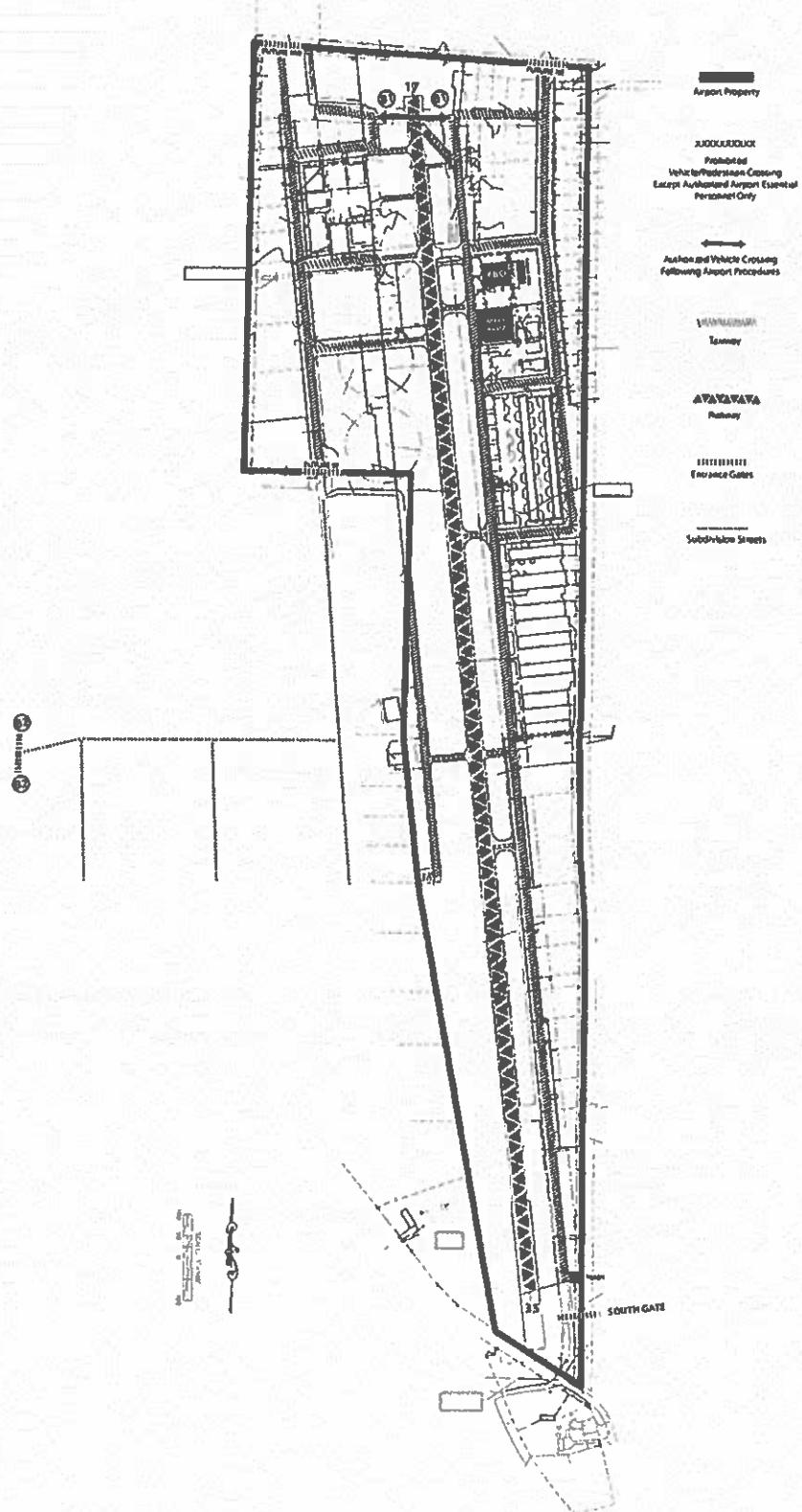
Thence, run South 74°08'27" West along the North boundary of said Bexar County Emergency Services District 4 Tract for a distance of 135.02 feet to a $\frac{1}{2}$ " Rebar marking an angle point on said North boundary;

Thence, run South 86°58'38" West along the North boundary of the Bexar County Emergency Services District 4 Tract for a distance of 143.90 feet to a $\frac{1}{4}$ " Rebar marking a point on the East boundary of the Boerne Stage Road, the Northwest corner of said Bexar County Emergency Services District 4 Tract, and the Southwest corner of this tract;

Thence, run Northwesterly along the East boundary of the Boerne Stage Road following a non-tangent curve to the right having a radius of 1600 feet for an arc distance of 277.21 feet, said curve being subtended by a chord having a bearing and distance of North 24°54'46" West 276.87 feet;

Thence, run North 22°49'42" West along the East boundary of the Boerne Stage Road for a distance of 156.54 feet to the point of beginning, containing 2.281 acres of land, more or less.

EXHIBIT B
of the
**Declaration of Covenants, Conditions, and Restrictions of the
Boerne Stage Airfield (5C1)**



NOTE: This map is strictly for reference/identification purpose only of the declaration of covenants, conditions, and restrictions of the Boerne Stage Airfield (5C1).

File Information

eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY LUCY ADAME-CLARK, BEXAR COUNTY CLERK

Document Number: 20230021512

Recorded Date: February 08, 2023

Recorded Time: 3:42 PM

Total Pages: 18

Total Fees: \$90.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 2/8/2023 3:42 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk