

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenants ("Restrictive Covenant") is executed this 17th day of January, 2022, by MARCOS PLACE LLC, Lanning Blish, Member ("Declarant") and is as follows:

RECITALS

Declarant is the owner of that certain property more particularly described in Exhibit "A" attached hereto (the "Property"). Declarant has agreed to impose upon the Property these covenants, restrictions and conditions for the benefit of the property and for the benefit of each subsequent owner of any portion of the Property.

NOW, THEREFORE, Declarant declares that the Property is subject to the following covenants, conditions and restrictions, which run with the Property and bind all parties having right, title, or interest in or to such portion of the Property or to such portion of the Property or any part, their respective heirs, successors, and assigns, and which inure to the benefit of any successor or assign of any interest in the Property from Declarant to any person or entity (each an "Owner" and collectively "Owners"). Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed, or conveyance.

RESTRICTIONS

The Property, and each portion thereof unless expressly excluded from these restrictions as set forth below, shall be subject to the following restrictions:

- Restrictions on Construction and Improvements
 - No mobile homes, trailer house, or any temporary or makeshift quarters shall be allowed, other than those connected with construction of permanent buildings and then only during construction period. All residential homes shall be of no less than 1200 square feet of living area on residential lots. Nothing herein shall prohibit the construction of detached garage space or a utility building serving the residence.
 - No Storage Unit Facility either open air or enclosed, Storing of any items, whether raw materials, equipment, or finished goods shall be allowed, other than the storage of materials for on-site construction period and same to be used within a reasonable length of time. This restriction shall not prevent storage of items in a commercially reasonable manner in conjunction with a commercial business, or storage of standard household items on any residential or commercial tract.
 - All buildings, including auxiliary buildings, are to be constructed in accordance with all governmental laws and regulations and per applicable building codes.
 - Each improvement shall be supplied with and served by a water supply and septic system adequate for the size and intended use of the

DOC 00250659 VOL 1262 PG 886

improvement as required by code.

- For Commercial and Residential parcels, no buildings shall be placed closer than fifty (50) feet from the side and rear property line of S and W property line.

- Each parcel shall have fencing on the side and rear of property lines, with minimum fence construction of 939 net wire and 3 strands of barbed or smooth wire, with 2 inch posts set at 16 feet apart, 2 t posts between, unless multiple lots are owned by the same owner, in which case no fence is required between these lots.

- No parcels or tracts shall be subdivided to any size smaller than 10.001 acres, except that this restriction shall not apply to the commercial parcels.

- Each parcel shall allow the creation of reasonable utility easements over and across fifteen (15) feet from any portion of the property line, for benefit of such parcel and all other parcels within the property.

- Nothing herein shall prohibit a residential use, or the construction of a residence, on or upon a commercial parcel.

2. Restrictions on Use. No portion of the property may be used for the following purposes:

A.) Any commercial concrete plant, refining, smelting, or other similar industrial operations.

B.) Any mobile home or trailer court, labor camp, junkyard, salvage yard, or stockyard. Recreational Vehicle parking shall not be prohibited on commercial lots in conjunction with the operation of a Recreational Vehicle Park business establishment.

C.) Any animal raising, animal hotel or housing operation, animal training facility, or veterinary clinic. However, cattle, horses, goats, sheep, or accepted exotic game are permitted at stocking rates as per normal annual rainfall amount set by the Bandera Tax Appraisal District guide lines as to maintain agricultural exemption tax rates.

D.) Any dumping, disposal, incineration or reduction of garbage or refuse, or storage of any material described as "hazardous material" by any federal or state governmental agency other than in the ordinary course of business and in accordance with all environmental laws.

E.) Any adult bookstore, video store, adult theater or establishment selling, exhibiting or distributing pornographic or obscene materials; or any business providing "nude", "topless", or similar entertainment, dancing or escort services.

F.) Any facility which devotes more than five (5) percent of its merchandising space or obtains more than five (5) percent of its gross sales revenue for and from the sale or display of paraphernalia for use with drugs which are banned for sale or use, other than drugs sold per prescription by a licensed physician.

G.) Any gambling facility or operation, including, but not limited to: any off track or sports betting parlor, sweep stakes facilities, bingo hall; so called "8 liner parlor" and table games such as black jack or poker; slot machines, video poker/black jack/ keno machines or similar devices. Notwithstanding the forgoing, this prohibition shall not be

deemed to preclude the incidental sale of state sponsored lottery tickets.

H.) Any tavern or bar, except to the extent incidental to a restaurant operated primarily for on-premises consumption so long as the gross sales derived from the sale of alcoholic beverages does not exceed forty percent (40%) of the total gross sales of such business on an annual average basis.

I.) Any disco, night club, dance hall, outdoor music venue, or any establishment providing any form of live music, "DJ" music, or other amplified music other than as commonly provided for in restaurants.

J.) Any pool hall or billiard parlor accessible to public.

K.) Any raceway, speedway, track, rodeo ground, fairground, skate park, motocross park, off-road vehicle park or facility, or similar type of facility.

L.) Any food bank, alcoholic rehabilitation facility, drug rehabilitation, goodwill center, drug outreach center, parolee center, criminal rehabilitation center, welfare center, or similar operation.

M.) Any pig farm, chicken farm, poultry operation, dairy farm, or similar type of operation used for the raising, keeping, transportation or slaughter of animals.

N.) Any discharge of firearms unless such discharge is on a parcel of twenty five (25) or more acres.

O.) No rubbish, waste, materials, or refuse shall be incinerated or burned on the Property, although this prohibition shall not apply to residential backyard chimneys, fire rings, grills, other residential incinerators, or burning of brush during construction.

P.) No lot shall allow the accumulation of rubbish, waste, equipment, used cars, or similar items in any area viewable from any right of way or any adjoining lot.

Q.) No portion of a public right of way shall be used for the parking or storage of motor homes, boats, trailers, or other motor vehicles, although this prohibition shall not apply to the temporary parking of licensed and operable motor vehicles for any period not to exceed 24 hours.

3.) Miscellaneous Provisions:

• Breach Does Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant entitles Declarant or any Owners to cancel, rescind or otherwise terminate this Restrictive Covenant, but such limitations do not affect in any manner any other rights or remedies which Declarant or any Owners may have hereunder by reason of any breach of this Restrictive Covenant.

• Excusable Delays. Whenever performance is required of Declarant or any Owners, Declarant or any Owners shall use all due diligence to perform and take all reasonable and necessary measures in good faith to perform within a reasonable time; provided, however, that if completion of performance is delayed at any time by reasons of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or material, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of the Declarant or any Owners (financial inability, imprudent management or negligence excepted), then the time for performance as herein specified will be extended by the amount of delay actually so caused.

- No conveyance to Government Body. This Restrictive Covenant does not convey an interest in real property to the public or any governmental body, and does not grant any governmental body any rights to enforcement of the provisions set forth herein.

- Duration. Unless modified, amended, or terminated in accordance with the provisions herein, this Restrictive Covenant remains in effect for Forty (40) years from the date hereof and will be then automatically extended for an additional period of forty (40) years.

- Non-Merger. This Restrictive Covenant will not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.

- Severability. The provisions of this Restrictive Covenant must be deemed to be independent and severable, and the invalidity or partial invalidity of any provision or portion hereof does not affect the validity or enforceability of any other provision.

- Entire Agreement. This Restrictive Covenant, and the exhibits attached hereto contain all the representations and the entire agreement between the parties to this Restrictive Covenant with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Restrictive Covenant and the exhibits attached hereto. The provisions of this Restrictive Covenant will be construed as a whole according to their common meaning and not strictly for or against any Owner.

- Captions. The captions preceding the text of each section and subsection hereof are included only for convenience of reference and will be disregarded in the construction and interpretation of this Restrictive Covenant.

- Governing Law; Place of Performance. This Restrictive Covenant and all rights and obligations created hereby will be governed by the laws of the State of Texas. This Restrictive Covenant is performable only in Bandera County, Texas.

- Notices. Any notice to the Declarant or any Owners must be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as Federal Express) or by sending the same by certified mail, return receipt requested, with postage prepaid to the intended recipient's last known mailing address. All notices under this Restrictive Covenant will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

- Negation of Partnership. None of the terms or provisions of this Restrictive Covenant will be deemed to create a partnership between or among Declarant or any Owners in their respective businesses or otherwise; nor will it cause them to be considered joint ventures or members of any joint enterprise.

- Enforcement. If any person, persons, corporation, or entity of any other character, violates or attempts to violate this Restrictive Covenant, it will be lawful for Declarant and any Owner, or its respective successors and assigns, to prosecute proceedings at law, or in equity, against the person or entity violating or attempting to violate these Restrictive Covenant and to prevent said person or

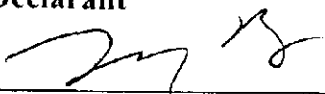
entity from violating or attempting to violate such covenant. The failure at any time to enforce this Restrictive Covenant, whether any violations hereof are known or not, does not constitute a waiver or estoppel of the right to do so.

• Modification and Amendment. This Restrictive Covenant may only be modified, amended, or terminated upon the filing of such modification, amendment or termination in the Official Public Records of Bandera County, Texas, executed, acknowledged and approved by Declarant or any Owner provided that any such Owner or Owners own no less than seventy (70) percent of the square footage of the Property.

Executed on next page

Executed in Bandera, Texas, to be effective on January 17, 2022

Declarant

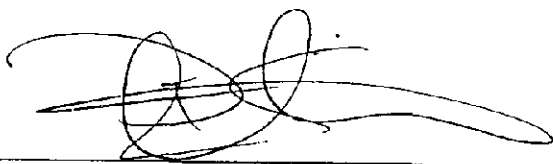


Marcos Place LLC, Lanning Blish, Member

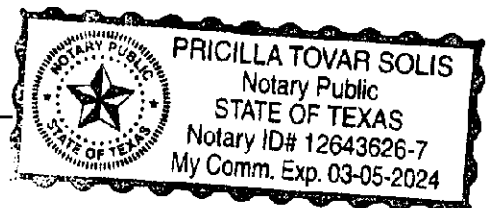
The State of Texas
County of Bandera

This instrument was acknowledged before me on this 4th day of ~~October~~^{Feb.}, 2021, by Lanning Blish.

(Seal)



2-4-22



DOC 00250659 VOL 1262 PG 891

Hand Delivered To:

Casey Hauer

Filed for Record in:
Bandera County

On: Feb 16, 2022 at 09:12A

As a
Recording

Document Number: 00250448

Amount 42.00

Receipt Number - 162115

By,
Dorothy Koch

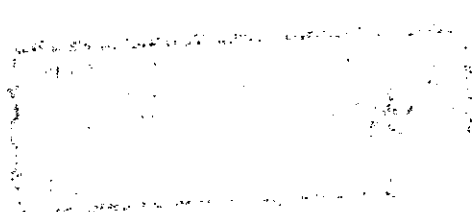
Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law.

STATE OF TEXAS
COUNTY OF BANDERA

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the official records of:
Bandera County
as stamped hereon by me.

Feb 16, 2022

Tandie Mansfield, County Clerk
Bandera County



**STATE OF TEXAS
COUNTY OF BANDERA**

Field notes for a 21.75 acre tract of land situated in Survey No. 254.1, Frank McCarthy, Patent 510 in Bandera County, Texas and being all of a called 20.00 acre tract of land as described in a deed to Leroy Pickens, A/K/A/ Leroy Pickens (Trustee of Pickens Trust), recorded in volume 557, Page 804 of the Deed Records of Bandera County, Texas and a portion of a called 25.837 acre tract (Tract 3) as described in a deed to Leroy Pickens, recorded in Volume 139, Page 550 of the Deed Records of Bandera County, Texas. Said 21.75 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING a one half inch capped iron rod set on the south right-of-way line of State Highway 16 for the northwest corner of this tract and being the northwest corner of a called 20.00 acre tract of land as described in a deed to Leroy Pickens, A/K/A/ Leroy Pickens (Trustee of Pickens Trust), recorded in volume 557, Page 804 of the Deed Records of Bandera County, Texas. Said point also being the northeast corner of a called 0.375 acre tract, recorded in Volume 841, Page 186 of the Official Public Records of Bandera County, Texas and being on the south line of a called 1.527 acre tract of land as described in a deed to The State of Texas, recorded in Volume 147, Page 619 of the Deed Records of Bandera County, Texas.

THENCE along the south right-of-way line of State Highway 16 the following four (4) calls:

- 1) South 73° 21' 25" East, a distance of 497.96 feet to a Texas Department of Highways and Public Transportation Concrete Monument found for an angle point;
- 2) South 62° 02' 49" East, a distance of 101.98 feet to a calculated point for an angle point;
- 3) South 74° 36' 58" East, a distance of 258.48 feet to a fence corner post found for an entrance gate and
- 4) South 76° 12' 30" East, a distance of 35.85 feet to a one half inch capped iron rod set on the south right-of-way line of State Highway 16 for the northeast corner of this tract and being the northwest corner of a 21.75 acre tract surveyed this same date.

THENCE cutting across the aforesaid 25.837 acre tract of land, South 16° 29' 35" West, a distance of 1047.67 feet to a one half inch capped iron rod set for the southeast corner of this tract and being on the south line of the aforesaid 25.837 acre tract of land.

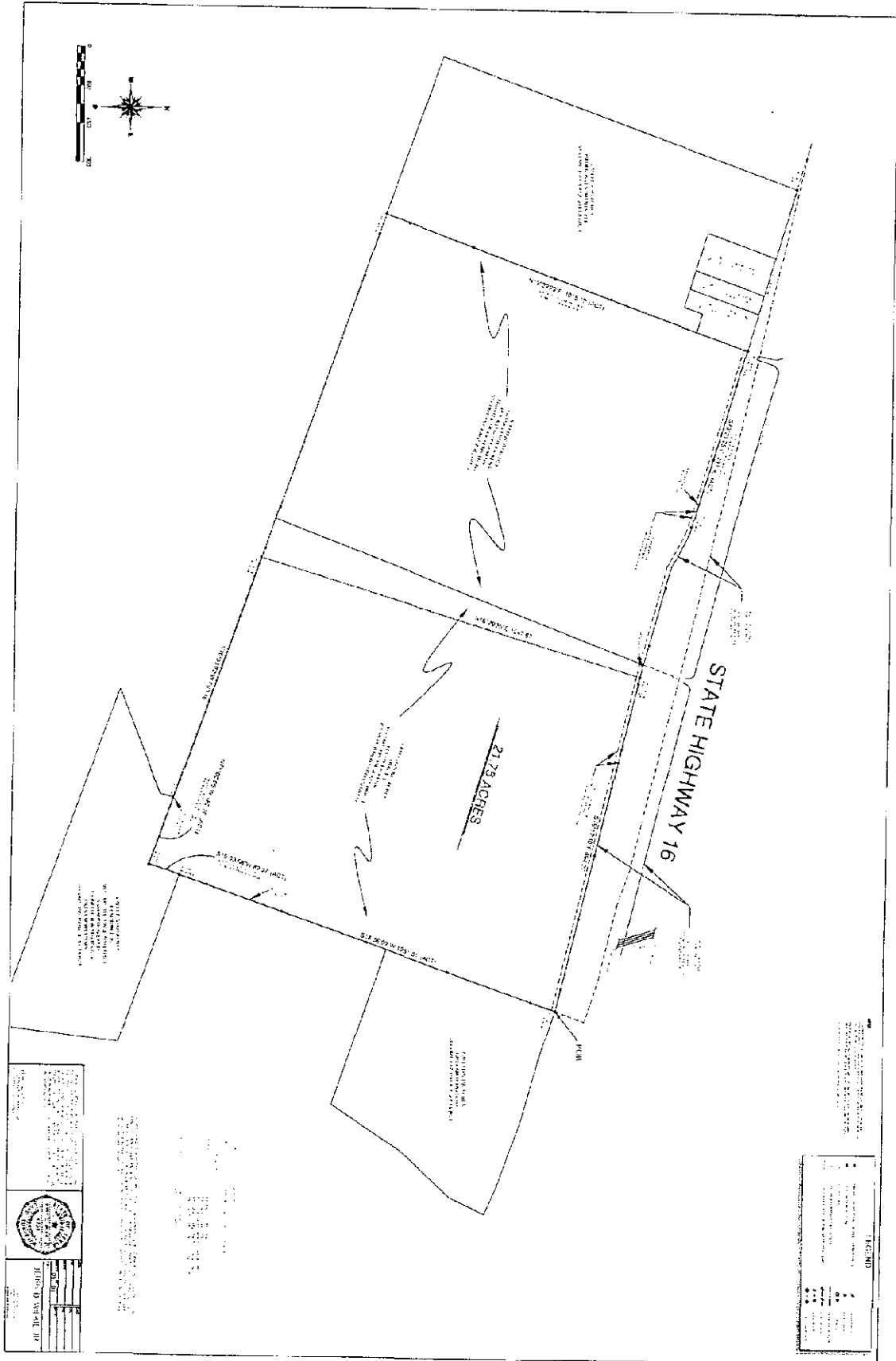
THENCE with the south line of this tract, being the south line of the aforesaid 25.837 acre tract and the south line of the aforesaid 20.00 acre tract of land, North 70° 33' 02" West, a distance of 946.48 feet to a one half inch iron rod found for the southwest corner of this tract and being the southeast corner of a called 8.99 acre tract of land as described in a deed to Hauer Investments, LLC, recorded in Volume 1011, Page 244 of the Official Public Records of Bandera County, Texas.

THENCE with the west line of this tract, being the west line of the aforesaid 20.00 acre tract and the east line of the aforesaid 8.99 acre tract, North 19° 29' 23" East, a distance of 1015.12 feet to the place of the **BEGINNING**.

These field notes were prepared from an on the ground survey made under my direction and supervision on August 1, 2020. The basis of bearing is the Texas State Plane Coordinate System, Texas South Central Zone NAD83.



Jerry D. Wilkie, Jr.
Registered Professional Land Surveyor
Registration No. 4724
210-861-0733 cell



Filed for Record in:
Bandera County

On: Feb 25, 2022 at 08:48A

As a
Recording

Document Number: 00250659

Amount 54.00

Receipt Number - 162338

By,
Amy Keenan

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.

STATE OF TEXAS
COUNTY OF BANDERA

I hereby certify that this
instrument was filed on the date and
time stamped hereon by me and was
duly recorded in the volume and
and page of the official records of:
Bandera County
as stamped hereon by me.

Feb 25, 2022

Tandie Mansfield, County Clerk
Bandera County

Hand Delivered To:

Casey Hauer