

Alamo Title Co. GF #

4041006101/56

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU, MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DECLARATION OF RESTRICTIVE COVENANTS

STATE OF TEXAS §

§

COUNTY OF BEXAR §

This DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made by Robert Salamone ("Declarant"), as of the date on which this Declaration has been filed for record in the Official Public Records of Bexar County, Texas (the "Effective Date").

WITNESSETH

Declarant is the fee simple title owner of the real property in Bexar County, Texas, more particularly described on **APPENDIX A**, attached hereto and made a part hereof for all purposes (the "Restricted Property").

By Warranty Deed of even date herewith, Declarant has conveyed to Mr. W. Fireworks, Inc., a Texas corporation, the following described real property in Bexar County, Texas (the "Purchased Property"), to-wit:

Lot 2, Block 60, MILLER COMMERCIAL, Bexar County, Texas, according to the map or plat recorded in Volume 9599, Page 122, of the Deed and Plat Records of Bexar County, Texas.

For valuable consideration paid to and received by Declarant and as an inducement to Mr. W. Fireworks, Inc., to purchase the Purchased Property, Declarant has agreed to restrict all of the Restricted Property to prohibit fireworks from being sold, stored, manufactured, distributed, marketed or advertised on the Restricted Property or any part or portion thereof, except as herein provided, such restrictive covenant to benefit Mr. W. Fireworks, Inc., and all future owners of Purchased Property; and

This Declaration is to be fully effective from and after the Effective Date in perpetuity and will be binding upon Declarant and Declarant's heirs, legal representatives and assigns.

NOW THEREFORE, for valuable consideration received, Declarant does hereby declare that all and each portion of the Restricted Property will be owned, held, mortgaged, transferred, sold, conveyed, occupied and enjoyed subject to the Restrictions (as below defined) expressly made applicable to such Restricted Property pursuant to this Declaration and the Restrictions

regardless of whether or not the same are set in full or by reference in said instrument of conveyance or otherwise, from and after the Effective Date.

Article 1. Restrictions

The Restricted Property will be and is hereby encumbered by this Declaration and the following covenants and restrictions (collectively, the "Restrictions"):

No part of the Restricted Property may be used for the sale, display, possession, manufacture, advertising, storage or distribution of pyrotechnic devices (more commonly known as "fireworks" and hereinafter so called) except by Mr. W. Fireworks, Inc., a Texas corporation, or its legal representatives, successors and assigns, which may undertake any such activities with the consent of the owner or owners of the Restricted Property. No part of the Restricted Property may be used for off-site parking for any business that engages in the sale, display, possession, manufacture, advertising, storage or distribution of fireworks, except by Mr. W. Fireworks, Inc., a Texas corporation, or its successors or its assigns, which may undertake such activities, but only with the written consent of the owners of the Restricted Property.

PROVIDED, HOWEVER, NONE OF THE RESTRICTIONS CONTAINED IN THIS DECLARATION WILL APPLY NOW OR IN THE FUTURE TO MR. W. FIREWORKS, INC., ITS SUCCESSORS AND ASSIGNS.

Article 2. Enforcement

1. Enforcing Authorities. Enforcement of the Restrictions of this Declaration may be by any present or future holder of any possessory interest in or to any part of the Restricted Property, any present or future holder of any of the Restricted Property, any present or future holder of any possessory interest in or to any part of the Purchased Property (including, without limitation, Mr. W. Fireworks, Inc.), or their respective successors and assigns, whether acting singularly or in concert.
2. Remedies. Enforcement of the Restrictions of this Declaration may be by a proceeding at law or in equity against any person(s) or entity(ies) violating or attempting to violate or breach the Restrictions, whether the relief sought is an injunction, the recovery of damages, equitable, legal or otherwise.
3. Non-Waiver. Any failure or delay in enforcing any Restrictions set forth herein will in no event be deemed to be a waiver of the right to do so or to seek damages or other relief thereafter. The Restrictions will not be waived or rendered unenforceable by reason of any lack of enforcement by any Enforcing Authority.
4. No Affirmative Obligation to Enforce. Any failure of any person to enforce these Restrictions will in no event be deemed or construed to impose liability of any nature on any Enforcing Authorities, none of whom has an affirmative duty to police, control or enforce such Restrictions for the benefit of any third party.

Article 3. Miscellaneous Provisions

1. Additional Restrictive Covenants Not Prohibited. Neither Declarant nor any subsequent owner of all or any part of the Restricted Property described herein is precluded from imposing additional restrictive covenants on all or any part of the Restricted Property that are not inconsistent with the Restrictions.
2. Severability. The invalidation of any of the Restrictions or covenants herein contained will in no event affect any of the other Restrictions or covenants contained herein or deemed a waiver of the right to enforce the same or any other restriction or covenant thereafter.
3. Amendment/Release. The Restrictions may be amended, in whole or in part, only by the written agreement of all holders of record title in or to the Restricted Property and all holders of record title in or to the Purchased Property, such written agreement to be filed for record in the Real Property Records of Bexar County, Texas. The Restrictions may be released, in whole or in part only by filing of record in the Real Property Records of Bexar County, Texas a release document executed by the holders of record title in or to the Purchased Property; provided, however, nothing in the forgoing statement about a future release or the Restrictions is to be construed to mean that the holders of record title of the Purchase Property are under any obligation to ever execute such a release document, it being the intent of the parties that this Restriction runs with the land in perpetuity.
4. Constructive Notice and Acceptance. Every person who, now or hereinafter, occupies, owns or acquires any right, title or interest in or to any portion of the Restricted Property, whether as an owner, tenant, or occupant in any right or capacity, is and will be conclusively deemed to have consented and agreed to the Restrictions herein contained, whether or not any reference to this Declaration will be contained in the instrument by which such party acquires an interest in such portion of the Restricted Property.
5. Titles. The titles, headings and captions used in this instrument are for convenience only and are not to be used in construing this instrument or any part hereof.
6. Continuing Effect. This Declaration, and all of its terms, provisions, covenants, conditions and restrictions, will run with the Restricted Property and be binding upon all future owners, tenants, and/or occupants of all or any portion of the Restricted Property, and their respective heirs, legal representatives, successors and assigns, and will inure to the benefit and be enforceable by all future owners, tenants and/or occupants of the Purchased Property.
7. Exhibits/Appendices/Attachments. All documents referred to herein and all documents attached hereto are incorporated herein for all purposes.

5. Titles. The titles, headings and captions used in this instrument are for convenience only and are not to be used in construing this instrument or any part hereof.
6. Continuing Effect. This Declaration, and all of its terms, provisions, covenants, conditions and restrictions, will run with the Restricted Property and be binding upon all future owners, tenants, and/or occupants of all or any portion of the Restricted Property, and their respective heirs, legal representatives, successors and assigns, and will inure to the benefit and be enforceable by all future owners, tenants and/or occupants of the Purchased Property.
7. Exhibits/Appendices/Attachments. All documents referred to herein and all documents attached hereto are incorporated herein for all purposes.
8. Interpretation. If any punctuation, word, clause or provision necessary to give effect to any other word, clause or provision hereof has been omitted, then it is understood that such omission was unintentional and the omission may be supplied by inference.
9. Attorneys' fees. If any Enforcing Authority incurs expenses of any kind, including attorneys' fees, to enforce this Declaration and will prevail in such enforcement, the Enforcing Authority is entitled to recover such expenses from the person(s) against whom enforcement actions were taken.

WITNESS my hand on the acknowledgment date noted below.

Declarant:

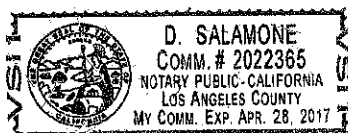


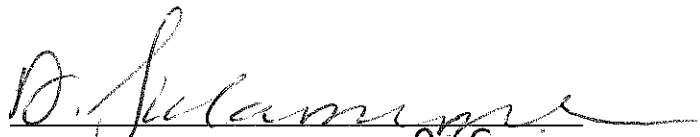
Robert Salamone

STATE OF ~~TEXAS~~ ^{CA} ~~CALIFORNIA~~ §

COUNTY OF ~~BEXAR~~ ^{Los Angeles} §

This instrument was acknowledged before me on February 26, 2016, by
ROBERT SALAMONE, Declarant.





Notary Public, State of ~~Texas~~ ^{California}
My commission expires: 4-28-17

AFTER RECORDING MAIL TO:

Mr. W. Fireworks, Inc.

P.O. Box 114

Somerset, TX 78069

APPENDIX A

Tract 1

Lots 3, 4 and 5, Block 60 MILLER COMMERCIAL, Bexar County, Texas, according to the map of plat thereof recorded in Volume 9599, Page 122, of the Deed and Plat Records of the Deed and Real Property Records of Bexar County, Texas.

Tract 2

A tract of land containing 29.064 acres out of the William Winford Survey No. 326, Abstract No. 798, County Block 5051 and out of the Richard Bushell Survey No. 325, Abstract No. 46, County Block 5052, being out of a 34.886 acre tract described in Volume 5862, Page 1594, Real Proeprty Records, Bexar County, Texas, SAVE AND EXCEPT the lots platted as MILLER COMMERCIAL by plat recorded in Volume 9599, Page 122, Deed and Plat Records, Bexar County, Texas, subject tract being more particularly described as follows:

Northstar Land Surveying, Inc.
9033 Aero St., Suite 207
San Antonio, Texas 78217
(210) 826-6228

FIELD NOTES FOR

A 29.064 ACRE TRACT OF LAND OUT OF A 34.886 ACRE TRACT AS RECORDED IN VOLUME 5892, PAGE 1594, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS; ALSO BEING OUT OF THE WILLIAM WINFORD SURVEY NUMBER 326, ABSTRACT NUMBER 798, COUNTY BLOCK 5051 AND THE RICHARD BUSHELL SURVEY NUMBER 325, ABSTRACT NUMBER 46, COUNTY BLOCK 5052, BEXAR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING: At set 1/4 inch iron rod on the north right-of-way line of Crestway Road at the east corner of a curved return joining the north right-of-way line of Crestway Road and the east right-of-way line of Miller's Ridge, the beginning of a curve to the right, the southwest corner of the herein described tract;

THENCE: 39.27 feet with the curve to the right, concave to the northeast, having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 25.00 feet, and a chord bearing and length of North 45 degrees 35 minutes 53 seconds West (Bearings are based on Texas State Plane Coordinate Grid Bearings), 35.36 feet to a set 1/4 inch iron rod on the east right-of-way line of Miller's Ridge, the end of this curve;

THENCE: North 00 degrees 35 minutes 53 seconds West, 30.57 feet coincident with the east right-of-way line of Miller's Ridge to a set 1/4 inch iron rod, the beginning of a curve to the left;

THENCE: 133.94 feet coincident with the east right-of-way line of Miller's Ridge and the curve to the left, concave to the west, having a central angle of 19 degrees 11 minutes 07 seconds, a radius of 400.00 feet, and a chord bearing and length of North 10 degrees 11 minutes 26 seconds West, 133.31 feet to a found 1/4 inch iron rod, the end of this curve;

THENCE: North 19 degrees 47 minutes 00 seconds West, 41.84 feet coincident with the east right-of-way line of Miller's Ridge to a found 1/4 inch iron rod, the southwest corner of Lot 1, Block 21, Camelot Subdivision Unit 54 as recorded in Volume 8000, Pages 232-233, Deed and Plat Records of Bexar County, Texas, a corner of the herein described tract;

Continued....

Field Notes For
29.064 acre tract
Page 2 of 5

- THENCE:** North 89 degrees 24 minutes 08 seconds East, 264.93 feet coincident with the south line of Lots 1, 2, 3 and 4 of the aforementioned Block 21 to a found ½ inch iron rod, the southeast corner of Lot 4, a corner of the herein described tract;
- THENCE:** North 00 degrees 35 minutes 53 seconds East, at 130.09 feet, pass a found ½ inch iron rod on the south right-of-way line of Ludgate Drive, the northeast corner of Lot 4, and continuing a total distance of 180.00 feet to a found ½ inch iron rod, the southwest corner of Lot 1, Block 20 of the aforementioned Camelot Subdivision Unit 54, a corner of the herein described tract
- THENCE:** North 89 degrees 24 minutes 08 seconds East, 125.00 feet coincident with the south line of the aforementioned Lot 1, Block 20 to a found ½ inch iron rod, the southeast corner of Lot 1, Block 20, a corner of the herein described tract;
- THENCE:** With the east and northeast line of Block 20 the following:
- North 00 degrees 35 minutes 53 seconds West, 5.00 feet to a found ½ inch iron rod, an angle;
- North 09 degrees 13 minutes 27 seconds West, 105.78 feet to a set ½ inch iron rod, an angle;
- North 25 degrees 28 minutes 37 seconds West, 95.83 feet to a found ½ inch iron rod, an angle;
- North 34 degrees 28 minutes 04 seconds West, 15.28 feet to a found ½ inch iron rod, an angle;
- North 32 degrees 27 minutes 36 seconds West, 54.84 feet to a found ½ inch iron rod, an angle;
- North 25 degrees 49 minutes 22 seconds West, 57.46 feet to a set ½ inch iron rod, an angle;
- North 18 degrees 29 minutes 58 seconds West, 66.44 feet to a found ½ inch iron rod, an angle;
- North 11 degrees 10 minutes 34 seconds West, 57.46 feet to a set ½ inch iron rod, an angle;

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North 04 degrees 09 minutes 48 seconds West, 61.19 feet to a set 1/4 inch iron rod, an angle;

North 00 degrees 32 minutes 48 seconds West, 859.79 feet to a found 1/4 inch iron rod, an angle;

North 51 degrees 54 minutes 17 seconds West, 360.51 feet to a found 1/4 inch iron rod, the north corner of Lot 22, Block 20, a corner of the herein described tract;

THENCE: North 73 degrees 56 minutes 07 seconds West, 130.30 feet to a set 1/4 inch iron rod on the east right-of-way line of Miller's Ridge, the west corner of the herein described tract;

THENCE: 176.64 feet coincident with the east right-of-way line of Miller's Ridge and a curve to the right, concave to the southeast, having a central angle of 13 degrees 03 minutes 32 seconds, a radius of 775.00 feet, and a chord bearing and length of North 22 degrees 56 minutes 50 seconds East, 176.26 feet to a set 1/4 inch iron rod, the end of this curve and the beginning of a curve to the right;

THENCE: 43.03 feet coincident with the south right-of-way line of Miller's Ridge and the curve to the right, concave to the south, having a central angle of 98 degrees 36 minutes 42 seconds, a radius of 25.00 feet, and a chord bearing and length of North 78 degrees 47 minutes 10 seconds East, 37.91 feet to a set 1/4 inch iron rod, the end of this curve;

THENCE: North 38 degrees 05 minutes 44 seconds East, 24.00 feet coincident with the southeast right-of-way line of Miller's Ridge to a set 1/4 inch iron rod on the southwest right-of-way line of O'Connor Road, the north corner of the herein described tract;

THENCE: With the southwest right-of-way line of O'Connor Road the following:

South 51 degrees 54 minutes 16 seconds East, 84.37 feet to a set 1/4 inch iron rod, the beginning of a curve to the right;

403.17 feet with the curve to the right, concave to the southwest, having a central angle of 04 degrees 42 minutes 03 seconds, a radius of 4914.00 feet, and a chord bearing and length of South 49 degrees 33 minutes 01 seconds East, 403.06 feet to a found 1/4 inch iron rod, the end of this curve and the beginning of a curve to the left;

Continued....

206.55 feet with the curve to the left, concave to the northeast, having a central angle of 04 degrees 34 minutes 35 seconds, a radius of 2586.00 feet, and a chord bearing and length of South 49 degrees 32 minutes 30 seconds East, 206.50 feet to a found ½ inch iron rod, the end of this curve;

South 51 degrees 49 minutes 48 seconds East, 350.21 feet to a set ½ inch iron rod, the beginning of a curve to the right;

624.69 feet with the curve to the right, concave to the southwest, having a central angle of 37 degrees 24 minutes 02 seconds, a radius of 957.00 feet, and a chord bearing and length of South 33 degrees 07 minutes 47 seconds East, 613.66 feet to a set ½ inch iron rod, the end of this curve;

South 14 degrees 25 minutes 47 seconds East, 438.99 feet to a set ½ inch iron rod, the beginning of a curve to the left;

142.62 feet with the curve to the left, concave to the east, having a central angle of 06 degrees 35 minutes 24 seconds, a radius of 1240.00 feet, and a chord bearing and length of South 17 degrees 59 minutes 01 seconds East, 142.54 feet to a set ½ inch iron rod, the northeast corner of Lot 1, Block 60, County Block 5960, Exxon Mobile 6-0501 Subdivision as recorded in Volume 9551, Page 220, Deed and Plat Records of Bexar County, Texas, the most easterly southeast corner of the herein described tract;

THENCE: South 60 degrees 57 minutes 55 seconds West, 267.48 feet coincident with the northwest line of the aforementioned Lot 6 to a found ½ inch iron rod, the northwest corner of Lot 6, an angle;

THENCE: South 14 degrees 25 minutes 47 seconds East, 214.16 feet to a set ½ inch iron rod on the north right-of-way line of Crestway Road, the southwest corner of Lot 6, the most southerly southeast corner of the herein described tract;

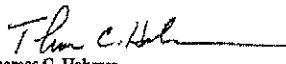
THENCE: 196.06 feet coincident with the north right-of-way line of Crestway Road and a curve to the right, concave to the north, having a central angle of 07 degrees 42 minutes 35 seconds, a radius of 1457.00 feet, and a chord bearing and length of South 70 degrees 04 minutes 57 seconds West, 195.91 feet to a set ½ inch iron rod, the southeast corner of Lot 5, Crestway Road Subdivision Unit 1, as recorded in Volume 9523, Page 193, Deed and Plat Records of Bexar County, Texas, a corner of the herein described tract;

Continued ...

Field Notes For
29.064 acre tract
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- THENCE:** North 14 degrees 25 minutes 47 seconds West, 364.36 feet coincident with the east line of the aforementioned Lot 5 to a set 1/4 inch iron rod, the northeast corner of Lot 5, a corner of the herein described tract;
- THENCE:** South 89 degrees 24 minutes 08 seconds West, 373.48 feet coincident with the north line of Lot 5 to a set 1/4 inch iron rod, the northwest corner of Lot 5, a corner of the herein described tract;
- THENCE:** South 00 degrees 35 minutes 53 seconds East, 406.55 feet coincident with the west line of Lot 5 to a set 1/4 inch iron rod on the north right-of-way line of Crestway Road, the southwest corner of Lot 5, a corner of the herein described tract;
- THENCE:** South 89 degrees 24 minutes 07 seconds West, 339.96 feet coincident with the north right-of-way line of Crestway Road to the **POINT OF BEGINNING**, containing 29.064 acres.

These Field Notes are based on a survey made on the ground and a survey map prepared by employees of Northstar Land Surveying, Inc. who were working under my supervision.


Thomas C. Haber
Registered Professional Land Surveyor #4350

September 18, 2006
Job Number 8-06-0075



Title Data, Inc. CC TDI30582 BE 20120228007.007

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e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$66.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
02/29/2016 12:23PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff