

172088

Filed this 17 day of July 2017
2:06 P.M.

Laura Walla
County Clerk, Blanco County, Texas
By Shelli K. Maly Deputy

DECLARATION OF RESTRICTIONS

STATE OF TEXAS

COUNTY OF BLANCO

THIS DECLARATION OF RESTRICTIONS (this "Declaration") is made effective as of the date of recording in the real property records of Blanco County, Texas (the "Effective Date") by Andalusia Ranch, Ltd. ("Andalusia") and 1320 Partners, LLC ("1320 Partners", and together with Andalusia, the "Declarant").

WHEREAS, the Declarant owns all that certain real property lying and being situated in Blanco County, Texas, described as follows (the "Property"):

BEING a 357.20 acre tract of land, more or less, being out of and a part of J. R. White Survey No. 67, Abstract No. 1109, George Ratliff Survey No. 63, Abstract No. 522, J. A. Alberthal Survey No. 61, Abstract No. 11, W. C. Collins Survey No. 71, Abstract No. 934, W. C. Collins Survey No. 131, Abstract No. 1146, Seaborn Hopper Survey No. 94, Abstract No. 297, and Wilhelm Kleuger Survey No. 23, Abstract No. 354, in Blanco County, Texas, said 357.20 acre tract of land, more or less, being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all pertinent purposes; and

WHEREAS, the Declarant purchased the Property with the intention of dividing it into smaller tracts of land for sale to third parties;

WHEREAS, the Declarant, for the benefit of current and subsequent owners of the Property or portions thereof, desires to make certain restrictions, protective covenants, conditions and charges as set forth herein;

NOW, THEREFORE, Declarant, in order to protect the value and desirability of the Property, hereby DECLARES that said Property shall be held, sold and conveyed subject to the following RESTRICTIONS, COVENANTS AND CONDITIONS which shall run with the land and shall be binding on all parties having a right, title or interest in or to the Property or any part thereof, and their heirs, successors and assigns, and any deed or deed of trust which may hereafter be executed, delivered and accepted shall be subject to the terms and conditions contained in this Declaration, regardless of whether or not such terms and conditions are specifically set out in said contract.

ARTICLE I

Definitions

1. "Residential Use" shall mean single-family detached dwellings.
2. "Commercial Use" shall mean bed and breakfast establishments, special occasion/event center venues, wineries, wine sampling rooms, retail wine sales and/or gift sales, hotels, resorts, day spas, vineyards, orchards, breweries, distilleries, artisanal upscale grocery store, delicatessens,

cafes, restaurants (drive-throughs are prohibited), upscale boutiques, galleries and artisan based businesses. RV parks, Mobile Home parks, Modular Building parks, RV storage, gas stations, car or vehicle dealerships, used car or equipment lots, commercial kennels, commercial hunting operations, self-storage facilities and salvage yards are specifically prohibited.

3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the Property, excluding however, those having any interest therein merely as security for the performance of an obligation.
4. "Tract" and/or "Tracts" shall refer to any portion of the Property, as owned by an Owner. Tracts will be defined and sold by metes and bounds description.
5. "Mobile Home" shall mean and refer to 1) a HUD-code manufactured home as defined in the Texas Manufactured Housing Act, Chapter 1201 of the Texas Occupations Code; or 2) a ready-built home constructed prior to June 14, 1976 and at a temporary location in a manner in which the entire living area is contained in a single unit for the purpose of selling and moving the home to another location.
6. "Modular Buildings" shall mean and refer to a structure that is 1) less than 1,500 square feet; 2) designed for the occupancy of a single family; 3) constructed in one or more modules or constructed using one or more modular components and built at a location other than the permanent site, and 4) erected or installed on a permanent foundation system.

ARTICLE II

Restrictions

1. Tracts may be operated only for Residential Use or Commercial Use as defined herein.
2. All structures must be built on site. A modular construction office may be used on a temporary basis during active construction, but not longer than 12 months without the prior written consent of Declarant.
3. All structures must be constructed with new materials, except that used or aged brick, corrugated steel, tin, stone, wooden beams, doors, and the like may be used for historic or antique effect if such use is appropriate for the structure and does not detract from the appearance of the structure.
4. Mobile Homes are prohibited.
5. Modular Buildings are permitted for Commercial Use so long as they do not exceed one story in height, are used for occupancies of 30 days or less, and are compatible to the other structures to which they are appurtenant in terms of design, color and material composition.
6. No structure shall be occupied until water service is connected and an approved private sewage system is installed.
7. Swine shall not be kept on any Tract. Other livestock, pets and poultry shall be permitted provided said livestock is kept within the boundaries of said Tract at all times, and they are not offensive to adjacent Owners by smell, sound or otherwise. There shall not be any commercial feeding operations conducted on any Tract. Light commercial breeding and training of animals is permissible. Animals used for grazing on a Tract while simultaneously raising young (i.e. cow/calf or horse operation) shall not be considered commercial breeding of animals. Kennels

- for pets must not be located within 100 feet of any interior property line. No animal shelters or animal rescue housing or pasture are permitted.
8. Camping is permitted for no more than 5 days of any 30-day period. Otherwise, no travel trailer, motor home, tent, garage, barn or other outbuilding or structure other than a residence meeting the requirements of these restrictions shall be occupied as a residence, temporary or otherwise, and no travel trailer, motor home, tent, other structure of a temporary character shall be left on any Tract except (a) during the construction of a permanent structure, or (b) after completion and occupancy of a residence on the Tract. No residence shall be occupied even on a temporary basis until water service is connected and an approved private sewage system is installed.
 9. No cellular tower, wind turbine, or other type of commercial tower shall be erected or placed upon a Tract.
 10. Noxious or offensive activity shall not be permitted on any Tract, nor shall anything be done thereon which shall be an annoyance or nuisance to the Owners of any portion of the Property (as an example, the operation of a gun, skeet or trap range is prohibited).
 11. No inoperative or unsightly vehicles shall be stored or kept on any Tract, and no automobiles or other vehicle shall be kept on any Tract for the purpose of repairs except in an enclosed garage or in facilities protected from the view of the public. No automobile, truck trailer or other vehicle shall be abandoned on any Tract, nor shall there be any dumping or placing of unsightly objects of any kind on the Property.
 12. All vehicles parked on Tracts must have current inspection and license registration. No trucks or trailers of the 18-wheel tractor-trailer rig type or size shall be parked on or adjacent to any Tract.
 13. No dwelling or structure shall be located closer than 80 feet of a public road or 30 feet of a side or rear property line.
 14. The initial driveway location for any Tract must be approved by Declarant in writing. No driveway shall be constructed until all required permits from applicable regulatory agencies have been obtained.
 15. No water wells shall be drilled on any Tract and no sanitary sewage disposal system shall be installed on any Tract until all required permits from any regulatory agencies have been obtained.
 16. No Tract shall be used or maintained as a dumping ground for rubbish. No Tract shall be used for the open storage of any materials whatsoever, which storage is visible from the road or neighboring Tracts, except that any new building materials used in the construction of improvements erected upon any Tract may be placed upon such Tract at the time construction is commenced and may be maintained thereon for a reasonable time, as long as the construction progresses without undue delay, until the completion of the improvements. Promptly following completion of improvements, such building materials shall either be removed from the Tract or stored in a suitable enclosure on the Tract.
 17. Owners are to keep the Property free of litter at all times. No landfill or disposal of any kind, shall be allowed that would adversely affect the natural beauty and value of any adjacent Tract or property or violate any statutes or ordinances prohibiting the placement, burial or disposal of any prohibited substance. Garbage or refuse shall not be buried on any Tract. Notwithstanding the foregoing, an Owner may maintain a small waste pit no larger than 1/4 acre for personal use only, provided such waste pit is at least 100 feet from a public road or interior property line and meets the requirements of any applicable regulatory agencies.
 18. Construction of an approved structure shall be completed within 12 months from the date the foundation is commenced or materials are stored on the Tract (whichever is earlier), and all construction must be performed by an experienced, competent general contractor.

19. Commercial surface mining (including, but not limited to stone, gravel, sand, caliche) and exploration of any type (other than for oil, gas and other minerals) which will damage the surface is prohibited. Road material including gravel or caliche used to construct roads on the Property may be mined from the Property and utilized, after which the removal site shall be restored as much as possible to its original condition.
20. Signs for off-premise advertising are prohibited.
21. For a period of ten years following the Effective Date, the minimum size for any Tract is 10 acres. After ten years, an Owner may divide a Tract into smaller Tracts so long as the subdivision meets the requirements of all applicable regulatory agencies.
22. Private hunting is permitted by archery or crossbow. The discharge of any other weapon or firearm is prohibited except in the case of an emergency.
23. Structures or dwelling units built or placed on the Property prior to the date of recording of this Declaration in the real property records of Blanco County, Texas are exempt from these restrictions.

ARTICLE III

Binding Effect

Covenants Running with the Land. All of the restrictions, covenants and easements set forth herein apply to each and every Tract, and shall be covenants running with the land.

Declarant Not Bound. The Declarant shall not be subject to the restrictions set forth herein.

Declarant Not Liable. No person, entity or Owner shall be entitled to maintain a suit in equity against the Declarant for any alleged violations of this Declaration by an Owner.

Partial Invalidity. Invalidation of any covenant or restriction (by court judgment or otherwise) shall not affect, in any way, the validity of all other covenants and restrictions, all of which shall remain in full and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions.

ARTICLE IV

Amendment

Declarant shall have, in its sole and absolute discretion, the right to modify this Declaration until the time it has sold 85% of the acreage contained in the Property (the "Declarant Modification Period"). Following the Declarant Modification Period, this Declaration may only be modified by an instrument signed by the Owners holding 85% of the acreage contained in the Property. No amendment is effective until recorded in the real property records of Blanco County, Texas. Any amendment to this Declaration shall only apply to Tracts sold after the date the amendment is recorded in the real property records of Blanco County, Texas.

ARTICLE V

Enforcement

If an Owner or Owner's heirs, successors or assigns shall violate or attempt violate any provision of this Declaration, it shall be lawful for any Owner to prosecute proceedings at law or in equity against the violator or potential violator to prevent the violation, to correct such violation, to recover damages, to obtain other relief for such violations, or to seek any combination of the forms of relief mentioned. Failure at any given time to enforce this Declaration shall in no event be deemed a waiver of the right to do so thereafter. **NOTHING HEREIN SHALL BE CONSTRUED AS COMPELLING THE DECLARANT TO ENFORCE ANY PROVISION IN THIS DECLARATION, NOR SHALL ANY FAILURE TO ENFORCE ANY OF THESE PROVISIONS BE DEEMED TO BE A WAIVER OF THE RIGHT OF ENFORCEMENT OR PROHIBITION. THE DECLARANT SHALL HAVE NO LIABILITY OR RESPONSIBILITY AT LAW NOR IN EQUITY ON ACCOUNT OF ENFORCEMENT OF, NOR ON ACCOUNT OF THE FAILURE TO ENFORCE, THIS DECLARATION.**

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 14th day of July, 2017.

Andalusia Ranch, Ltd.
a Texas limited partnership

By: MVS Holdings, LLC
a Texas limited liability company,
General Partner

By: Michael V. Stewart
Michael V. Stewart, Member

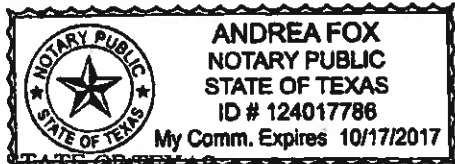
1320 Partners, LLC
a Texas limited liability company

By: Fred Heimer
Fred Heimer, Manager

STATE OF TEXAS
COUNTY OF BLANCO

Before me, Andrea Fox, on this day personally appeared Michael V. Stewart, Member of MVS Holdings, LLC, a Texas limited liability company, General Partner of Andalusia Ranch, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14th day of July, 2017.

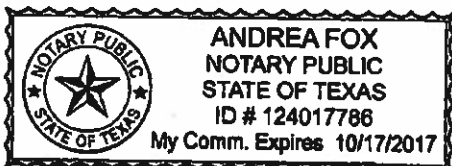


Andrea Fox
Notary Public, State of Texas

~~STATE OF TEXAS~~
COUNTY OF ~~COMAL~~ BLANCO

Before me, Andrea Fox, on this day personally appeared Fred Heimer, Manager of 1320 Partners, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14th day of July, 2017.



Andrea Fox
Notary Public, State of Texas

D. G. SMYTH & COMPANY, INC.

"A Statewide Professional Land Surveying Service Company"

1022 Garner Field Road, Suite C

Uvalde, Texas 78801

FIRM # 10008800

Office Tel. (830) 591-0858

smythsurveyors.com

Fax (830) 591-0858

FIELD NOTES FOR A BOUNDARY SURVEY

OF 357.20 GRID ACRES

COMPLETED APRIL 12, 2017

Being a Boundary Survey of 357.20 grid acres of land, more or less, lying in Blanco County, Texas, being out of and a part of J.R. White Survey 67, Abstract No. 1109, G. Ratcliff Survey 63, Abstract No. 522, J.A. Aberthal Survey 61, Abstract No. 11, W.C. Collins Survey 71, Abstract No. 934, W.C. Collins Survey 131, Abstract No. 1146, S. Hopper Survey 94, Abstract No. 297 and W. Kleuger Survey 23, Abstract No. 354, and also being out of and a part of that same certain tract in document to Dixie Ruth Odiorne recorded in Volume 531, Page 228 of the Blanco County Official Public Records, Blanco County, Texas being more particularly described by metes and bounds as follows: (The bearings and distances shown herein conform to the Texas Coordinate System, North American Datum 1983, Texas South Central Zone.) (All corners called for as being "set" are marked on ground with 1/2" diameter rebar with identification markers stamped "RPES 6418" attached unless otherwise noted or shown.)

BEGINNING at a set 1/2" diameter rebar located at S.P.C. N=10061040.87', E=2860839.33', lying on the eastern fenced margin of Farm to Market 1320, marking the southwest corner of that same certain tract called 57.37 acres described in conveyance document to Charles A. Bendele recorded in Volume 86, Page 283 of the Blanco County Deed Records and marking the northwest corner of the herein described tract;

THENCE: N 85° 06' 32" E with the common line of said 57.37 acres tract and the herein described tract at 0.43 feet passing a 4" diameter pipe fence corner post, continuing on the same course crossing the ostensible common line of J.R. White Survey 67, Abstract No. 1109, and G. Ratcliff Survey 63, Abstract No. 522, continuing on the same course for a total distance of 1219.87 feet to a 6" diameter cedar fence angle post marking a deflection point of said 57.37 acres tract and the herein described tract;

EXHIBIT "A"

THENCE: N 81° 21' 24" E with the common line of said 57.37 acres tract and the herein described tract for a distance of 11.31 feet to an 8" diameter creosote fence corner post marking the southeast corner of said 57.37 acres tract, marking the southwest corner of that same certain tract called 25 acres described in conveyance document to Charles A. Bendele recorded in Volume 78, Page 305 of the Blanco County Deed Records, and marking a deflection point of the herein described tract;

THENCE: N 63° 29' 25" E with the common line of said 25 acres tract and the herein described tract for a distance of 1035.34 feet to a round 1/2" diameter rebar marking the southeast corner of said 25 acres tract, marking the southwest corner of that same certain tract called Tract 1 (60.15 acres) described in conveyance document to Charles A. Bendele recorded in Volume 135, Page 546 of the Blanco County Deed Records, and marking a deflection point of the herein described tract;

THENCE: S 89° 51' 11" E with the common line of said 60.15 acres tract and the herein described tract, passing the ostensible common corner of G. Ratcliff Survey 63, Abstract No. 522 and T.M. Smith Survey 109, Abstract No. 1035, continuing on the same course with the ostensible common line of T.M. Smith Survey 109, Abstract No. 1035 and G. Ratcliff Survey 63, Abstract No. 522 for a distance of 1408.62 feet to a 4" diameter pipe fence corner post at the ostensible common corner of G. Ratcliff Survey 63, Abstract No. 522 and J.A. Aberthal Survey 61, Abstract No. 11, marking the southeast corner of said Tract 1, marking the southwest corner of that same certain tract called Tract 2 (51.69 acres) described in conveyance document to Mary Joyce Sanders recorded in Volume 135, Page 582 of the Blanco County Deed Records, and marking a deflection point of the herein described tract;

THENCE: S 89° 55' 12" E with the common line of said Tract 2 and the herein described tract, with the ostensible common line of T.M. Smith Survey 109, Abstract No. 1035 and J.A. Aberthal Survey 61, Abstract No. 11 for a distance of 1270.33 feet to a 18" diameter live-oak fence corner post marking the southeast corner of said 51.69 acres tract, marking the southwest corner of that same certain tract called 16.8 acres described in conveyance document to Lester Lee Lindig and Karen Sue Stobaugh, as Trustees for the Lester and Karen Lindig Revocable Living Trust recorded in Volume 394, Page 630 of the Blanco County Official Public Records, and marking a deflection point of the herein described tract;

THENCE: N 89° 51' 13" E with the common line of said 16.8 acres tract and the herein described tract, with the ostensible common line of T.M. Smith Survey 109, Abstract No. 1035 and J.A. Aberthal Survey 61, Abstract No. 11 for a distance of 335.98 feet to a 3" diameter pipe fence corner post, marking the northwest corner of that same certain tract called 21.24 acres described in conveyance document to Vance Darrell Marks and Theogenia Marie Marks recorded in Volume 482, Page 1001 of the Blanco County Official Public Records, and marking the northeast corner of the herein described tract;

THENCE: S 06° 36' 44" W with the common line of said 21.24 acres tract and the herein described tract for a distance of 1162.78 feet to a round 3/8" diameter rebar marking the southwest corner of said 21.24 acres tract, on the north line of that same certain tract called 4.53 acres described in conveyance document to Bobby Ledbetter and Naomi Ledbetter recorded in Volume 363, Page 417 of the Blanco County Official Public Records, and marking an exterior corner of the herein described tract;

EXHIBIT "A"

THENCE: S 89° 13' 00" W with the common line of said 4.53 acres tract and the herein described tract for a distance of 137.38 feet to an 18" diameter live oak fence corner post marking the northwest corner of said 4.53 acres tract, marking the northeast corner of that same certain tract called 9.47 acres described in conveyance document to Terry Fisher recorded in Volume 162, Page 514 of the Blanco County Deed Records, and marking a deflection point of the herein described tract.

THENCE: With the common lines of said 9.47 acres tract and the herein described tract for the following three (3) calls;

1. S 89° 23' 52" W for a distance of 264.87 feet to a found ¾" diameter pipe marking a deflection point of said 9.47 acres tract, and of the herein described tract;
2. S 52° 32' 39" W for a distance of 267.11 feet to a found ¾" diameter pipe marking a deflection point of said 9.47 acres tract, and of the herein described tract;
3. S 01° 30' 54" E for a distance of 818.24 feet to a found ¾" diameter pipe lying on the northwestern margin of Highway 290, marking the southwest corner of said 9.47 acres tract, and marking the southeast corner of the herein described tract.

THENCE: With the northwestern margin of Highway 290 and the herein described tract for the following nine (9) calls:

1. S 51° 08' 57" W for a distance of 59.23 feet to a concrete monument marking a deflection point of the herein described tract;
2. S 50° 38' 11" W crossing the ostensible common line of J.A. Aberthal Survey 61, Abstract No. 11 and S. Hopper Survey 94, Abstract No. 297 for a distance of 1759.92 feet to a concrete monument marking a deflection point of the herein described tract;
3. S 53° 29' 40" W for a distance of 497.55 feet to a 2" diameter cedar fence angle post, for the beginning of a curve to the right, whose radius is 1822.94 feet;
4. Southwesterly with said curve deflecting continuously and uniformly to the right, crossing the ostensible common line of S. Hopper Survey 94, Abstract No. 297 and W.C. Collins Survey 131, Abstract No. 1146 for an arc distance of 865.63 feet (Chord = S 67° 52' 46" W 857.52 feet) to a 6" diameter cedar fence angle post marking the end of said curve;
5. S 84° 14' 07" W for a distance of 192.10 feet to a 6" diameter cedar fence angle post marking a deflection point of the herein described tract;
6. S 88° 53' 03" W for a distance of 123.33 feet to a concrete monument marking a deflection point of the herein described tract;

EXHIBIT "A"

7. S 84° 55' 37" W for a distance of 168.56 feet to a 4" diameter cedar fence angle post marking a deflection point of the herein described tract;
8. N 88° 43' 04" W crossing the ostensible common line of W.C. Collins Survey 131, Abstract No. 1146 and W. Kleuger Survey 23, Abstract No. 354 for a distance of 1218.20 feet to a concrete monument marking the southwest corner of the herein described tract;
9. N 38° 13' 57" W for a distance of 183.97 feet to a concrete monument at the intersection of the northeastern margin of Highway 290 and the eastern fenced margin of Farm to Market 1320, marking the beginning of a curve to the left whose radius is 1469.51 feet;

THENCE: With the eastern fenced margin of Farm to Market for the following six (6) calls;

1. Northwesterly with said curve deflecting continuously and uniformly to the left, crossing the ostensible common line of W. Kleuger Survey 23, Abstract No. 354 and W.C. Collins Survey 71, Abstract No. 934 for an arc distance of 546.13 feet (Chord = N 11° 44' 06" W, 542.99 feet) to a set 1/2" diameter rebar marking the end of said curve;
2. N 22° 17' 54" W for a distance of 135.30 feet to a concrete monument marking the beginning of a curve to the right whose radius is 914.97 feet;
3. Northwesterly with said curve deflecting continuously and uniformly to the right for an arc distance of 575.54 feet (Chord = N 04° 16' 41" W, 566.10 feet) to a concrete monument marking the end of said curve;
4. N 13° 44' 33" E for a distance of 609.23 feet to a concrete monument marking the beginning of a curve to the left whose radius is 1948.67 feet;
5. Northeasterly with said curve deflecting continuously and uniformly to the left for an arc distance of 504.06 feet (Chord = N 05° 11' 57" E, 502.65 feet) to a concrete monument marking the end of said curve;
6. N 01° 02' 12" W crossing the ostensible common line of W.C. Collins Survey 71, Abstract No. 934 and J.R. White Survey 67, Abstract 1109 for a distance of 901.28 feet to the **PLACE OF BEGINNING** and containing 357.20 grid acres of land, more or less, within the herein described boundary, according to an actual survey made on the ground by D.G. Smyth & Co., Inc. and completed April 12, 2017.

THE STATE OF TEXAS,
COUNTY OF UVALDE

It is hereby certified that the foregoing field note description and Attached plat were prepared from and actual on the ground survey Made by persons working under my direct supervision and that Same are true and correct according to same said survey.

Mark E. Loggins Registered Professional Land Surveyor No. 6418



JOB 17-009

EXHIBIT "A"

STATE OF TEXAS
COUNTY OF BLANCO
I hereby certify that this instrument was FILED in File Number Sequence on the
date and the time stamped hereon by me and was duly RECORDED in Official
Public records of Blanco County, Texas on

JUL 17 2017



Heura Walla
COUNTY CLERK
BLANCO COUNTY, TEXAS