

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
 §
COUNTY OF BLANCO §

This Declaration of Easements, Covenants, Conditions and Restrictions, is made on the date hereinafter set forth by 5811 Johnson City, LLC, a Texas limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant owns the real property in Blanco County, Texas, containing approximately 518.37 acres, and being legally described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, it is the desire of Declarant to place certain restrictions, easements, covenants, conditions, stipulations and reservations upon and against such Property in order to establish a uniform plan for the development, improvement, and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future Owners of tracts within the Property.

NOW, THEREFORE, Declarant hereby adopts, establishes, and imposes upon the Property, and declares the following reservations, easements, restrictions, covenants, and conditions, applicable thereto all of which are for the purposes of enhancing and protecting the value, desirability, and attractiveness of the Property, which Restrictions shall run with the Property, shall bind all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof

ARTICLE I
DEFINITIONS

Section 1.01 "Declarant" shall mean and refer to 5811 Johnson City, LLC, a Texas limited liability company, and its successors and assigns, if such successors or assigns are designated in writing by Declarant as a successor or assignee of all or part of the rights of the Declarant hereunder, including, but not limited to, any assignment to a Lender furnishing financing for the development of the Property.

Section 1.02 "Declaration" shall mean and refer collectively to this instrument and the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by, included, or expressed in this document.

Section 1.03 "Tract" shall mean and refer to each separate tract of land within the Property which may be conveyed by Declarant to a third-party purchaser, whether such separate tract is divided pursuant to a recorded Subdivision Plat, or by a metes and bounds description in a deed of other conveyance instrument.

Section 1.04 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of fee simple title to any Tract, including contract sellers (a seller under a contract for deed), but excluding those having such interest merely as security for the performance of an obligation.

Section 1.05 "Subdivision Plat" shall mean one or more recorded plats of land within the Property, which lay out separate Tracts and applicable streets, roads, and easements. Nothing herein shall require the Declarant to prepare and record a Subdivision Plat in order to divide the Property, provided such division is in accordance with applicable law.

Section 1.06 "Residential Use" shall mean single-family detached dwelling including home offices, with a limit of two employees in addition to the Tract owner. Agricultural use of a Tract that is incidental to Residential Use shall be permitted, provided all farm and ranching equipment and/or machinery shall be kept in a barn or in a location on a Tract where it cannot be seen by adjoining Tract owners. Bed and Breakfast or vacation rental use shall be considered Residential Use, provided however, no such use shall exceed (1) unit for each five (5) acres owned by any Owner. Use of a Tract for a wedding venue or event center shall not be considered Residential Use, provided however, one (1) common area pavilion not to exceed three thousand (3000 sq. ft.) square feet shall be permitted for every twenty-five (25) acres owned by an Owner.

Section 1.07 "Industrial Use" shall mean engaging in a pursuit or enterprise consisting of the manufacture or assembly of goods or processing of raw materials unserviceable in their natural state for sale or distribution to third parties (other than a cottage industry by an artisan, i.e. artist painter, photographer, wood, metal or glass sculptor or fabricator). Agricultural use and the processing of agricultural goods into commercial products are not considered an Industrial Use.

Section 1.08 "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, resort, day spas, vineyards, orchards, breweries, distilleries, artisanal upscale grocery store, delicatessens, cafés, restaurants (drive-throughs are prohibited), upscale boutiques, galleries and artisan-based businesses, but shall not include RV parks, mobile home parks, modular building parks, RV storage, gas stations, commercial game processing facility, car or vehicle dealerships, used car or equipment Tracts, commercial kennels, self-storage facilities, and salvage yards.

Section 1.09 "Representatives" shall mean representatives of the Declarant being Amy Gomez and Michael Gomez. After all Tracts have been sold by the Declarant, a majority of the Tract owners may elect new Representatives, with each Tract owner receiving one (1) vote for each Tract owned.

ARTICLE II **EASEMENTS, RESERVATIONS, EXCEPTIONS AND DEDICATIONS**

Section 2.01 Subdivision Roadway. Each Tract owner shall own and/or hold easement, in common with others, over, on and across the herein described real property, being a sixty (60') foot wide ingress, egress easement as described in the deed to each Tract. In consideration of the mutual covenants contained herein, the owners of the Tracts agree to maintain the roadway located upon said described property to its current specification along with the entrance gate, the solar panel screen, key pad, motor, and rock wall. All decisions regarding the necessity for maintenance of the roadway will be made by a majority of Tract owners with each Tract owner receiving one (1) vote for each Tract owned. Decisions of a majority vote shall control with each Tract owner than being required to share equally in the cost of all maintenance, labor and materials. Payments shall be made within ten (10) days of receipt of statement of costs. The Tract with direct road frontage on State Highway 290

is specifically exempted from this section unless said Tract uses the Subdivision Roadway for primary access and said Tract is being used for Residential Use and not Commercial Use.

Section 2.02 Easements. Declarant reserves for public use any utility easements shown on a Subdivision Plat or previously dedicated to Pedernales Electric Cooperative (PEC) or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Blanco County, Texas.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Declarant to any of the Tracts by deed shall be subject to any utility easement affecting the same and any other easement created in this Declaration or hereafter granted affecting the Tracts. The Owners of the respective Tracts shall not be deemed to own pipes, wires, conduits or other service lines running through their Tracts which are utilized for, or serve other Tracts, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Tract.

ARTICLE III USE RESTRICTIONS

Section 3.01 General Restriction. All Tracts shall be used for Residential Use, provided however, the Tract with direct road frontage on State Highway 290 shall be used for Residential Use or Commercial Use but shall not be used for Industrial Use, provided however, this tract shall be required to use its own entrance approved by the Texas Department of Transportation (TxDOT) for all Commercial Use and shall no longer be permitted to use the Subdivision Roadway for any purpose. No manufactured home, modular home, pre-manufactured home, industrial built home, trailer home, or mobile home may ever be placed on a Tract, except as a temporary construction office during active construction for a period not to exceed twelve (12) months. No, trailer, mobile home, recreational vehicle, tent, shack, garage, storage building or other outbuilding shall be used on any Tract at any time as a residence permanently, provided however, both yurts made from architectural grade fabrics and airstream trailers or trailers of similar construction and quality shall be permitted provided each unit has been permanently affixed to the land with masonry or wood siding or decking and otherwise complies with the terms of Section 1.06, and have been located on a Tract only after the construction of a primary residence on said Tract. RV and travel trailers may be used as temporary residence while improvements are under construction for a period not to exceed twelve (12) months. Fabricated metal barnamimums shall be expressly permitted provided such structures are otherwise in compliance with all other provisions set forth herein.

Section 3.02 Setbacks. There shall not be placed on a Tract any building or structure nearer than one-hundred (100) feet from the property line thereof abutting any street, road or other Tract. Fencing, sidewalks, driveways, roadways, entrance gates, cattle guards, mail boxes and address monuments shall not be considered as a part of a building or structure.

Section 3.03 Noxious or Offensive Activities Prohibited. None of the Property shall be used for any noxious activity and nothing shall be done or permitted to be done on any of said Property which is a nuisance or might become a nuisance to the Owner or Owners of any of such said Property. Nuisance means any type of conduct, action and non-action which has been declared by statute or ordinance to be a nuisance or any conduct, action, or non-action when taken together is of such concentration and of such

duration as may tend to be injurious to, or to interfere with, or to adversely affect human health or the health of wildlife or the reasonable use and enjoyment of the Property.

Section 3.04 ATV and Dirt Bike Race Tracks. No Tract shall be used as a commercial or private ATV, dirt bike, motor-cross, go-kart or other vehicle race track.

Section 3.05 Rubbish, Trash and Garbage. No Tract shall be used or maintained as a dumping ground for rubbish or trash, and no garbage or other waste shall be kept except in sanitary containers of the standard type. In no event shall such containers be maintained so as to be visible from neighboring property, except to make the same available for collection on collection days. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. No Tract or any portion of the Subdivision Roadway shall be used as a junkyard or for storage of inoperable vehicles, boats, or machines unless said item is kept in an enclosed structure which otherwise complies with the restrictions set forth herein. No landfill or disposal of any kind, except a small waste pit no larger than $\frac{1}{4}$ acre for personal use only, shall be allowed that would adversely affect the natural beauty and value of any adjacent property or violate any statutes or ordinances prohibiting the placement, burial, or disposal of any prohibited substance. Garbage shall not be buried on any Tract.

Section 3.06 Animals. No swine, pigs, or hogs may be kept on any Tract. The foregoing shall not prohibit raising of such animals by members of the Future Farmers of America or 4H clubs, provided that such animals are in a fenced area not closer than one hundred (100) feet from any property boundary. All livestock shall be contained within the Tract lines by fence, and all permitted domestic animals shall be contained within the Owner's Tract by fence, leash, or other comparable device. No public or private commercial dog kennels, animal shelters or veterinarian clinics shall be allowed, provided however, light commercial breeding and training of animals shall be permissible provided such breeding or training is not unreasonably offensive to adjacent Tract owners. All kennels must not be within 100 feet of any Tract line. No animal shelters or animal rescue housing or pasture are permitted.

Section 3.07 Excavation; Mining. The commercial or industrial excavation, digging, mining, or removal of dirt, sand, gravel, caliche or other materials from any Tract is expressly prohibited except as may be necessary in conjunction with the landscaping of or construction of roads or improvements on such Tract.

Section 3.08 Firearms and Hunting. All hunting and discharge of firearms must be done in compliance with all state and local laws, ordinances and regulations. No high-powered firearms shall be discharged on any Tract of less than seventy-five (75) acres in size. On Tracts less than seventy-five (75) acres in size, hunting of game animals shall be by archery equipment only, provided however, dove hunting shall be permitted on Tracts in excess of fifty (50) acres. Notwithstanding the foregoing, if a property owner owns contiguous Tracts or Tracts within the Property with cumulative acreage in excess of fifty (50) or seventy-five (75) acres, then that Property Owner will be deemed to have satisfy the fifty (50) acre or seventy-five (75) minimum acre standard set forth herein. No gun ranges, shooting ranges, gun clubs, or commercial firearms related activities may be conducted on any Tract. All discharge of firearms shall be directed away from the Subdivision Roadway and adjoining property lines.

Section 3.09 Wind Generation Equipment. No commercial wind generators, solar panel, electrical storage facilities or related equipment shall be erected or maintained on any Tract.

Section 3.10 Communications Facilities. No cellular communications facilities or other telecommunications facilities, including radio towers shall be erected or operated on any Tract so as to be visible from any other Tract or from any road or street.

Section 3.11 Control of Sewage Effluent. All wastewater facilities and equipment installed or maintained on a Tract must comply with all state and local health laws and regulations, and septic tanks must be installed in accordance with standards approved by Blanco County, Texas, the Texas Commission on Environmental Quality (TCEQ) and any other applicable governmental entity. No outside toilets will be permitted on a Tract, and no installation of any type of devise for disposal of sewage shall be allowed on a Tract which would result in raw or untreated or unsanitary sewage being carried in the streets, adjacent Tracts, or into any body of water.

Section 3.12 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrict covenants, terms or provisions. Any Owner acquiring a Tract in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Tract agrees to hold Declarant harmless therefrom.

Section 3.13 No Sale of Water or Water Rights. The sale of water or water rights from any Tract is expressly prohibited.

Section 3.14 Exemption for Preexisting Structures. All preexisting structures, including but not limited to fencing, corrals, windmills and other ranch accessories, which existed prior to the date of this Declaration of Easements, Covenants, Conditions and Restrictions, shall be exempt from the terms of this instrument.

Section 3.15 No Commercial Signage. No commercial signs shall be placed on any Residential Use Tract, provided, however, a professionally made "For Sale" sign not exceeding four (4) square feet in size shall be allowed to advertise a particular Tract for sale or identify the location of bed and breakfast or vacation rental units as permitted under this Declaration of Easements, Covenants, Conditions and Restrictions.

ARTICLE IV SUBDIVISION AND BUILDING REQUIREMENTS

Section 4.01 Subdivision. No Tract shall be sold or subdivided into tracts of less than twenty-five (25) acres. One single family dwelling, including one (1) guest house not larger than the original dwelling, barns and other improvements which comply with Section 3.01 herein may be constructed on the twenty (25) acre tract. Ten (10) years after the conveyance of any Tract by the Developer, for any Tract smaller than 50 acres, the Tract owner may re-subdivide the Tract one (1) time only to allow an additional single family home, guest home, barns and other improvements which comply with Section 3.01 herein, provided said subdivision of land complies with all current Johnson City, Blanco County and TxDOT development regulations and all necessary utility easements are granted by the Tract Owner.

Section 4.02 Building Requirements. All proposed plans for constructing improvements on any Tract, including but not limited to homes, guest homes, garages, fencing, kennels, barns, pools and sheds, shall be approved by one or more of the Representatives. Plans shall be submitted prior to construction commencement and shall include color schemes. The Representatives shall have twenty-one (21) days to

approve or disapprove of the plans in their sole and absolute discretion. All homes, barns and fencing must be earth tone colors, including but not limited to brown, tan, white, green, gray and black.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.01 Term. The provisions hereof shall run with all the Property and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods often (10) years each, unless an instrument, signed by not less than two-thirds (2/3rds) of the then Owners (including the Declarant if Declarant is an Owner) of the Tracts, has been recorded agreeing to amend or change, in whole or in part, this Declaration.

Section 5.02 Amendments. This Declaration may be amended or changed, in whole or in part, at any time by the written agreement of the Owners (including the Declarant if Declarant is an Owner) owning at least two-thirds (2/3rds) of the acreage within the Property. The date an Owner's signature is acknowledged shall constitute prima facie evidence of the date of execution of said amendment by such Owner. Any such amendment shall become effective when an instrument executed by the required number of Owners is filed for record in the Real Property Records of Blanco County, Texas.

Section 5.03 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity of unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 5.04 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purposes of this Declaration.

Section 5.05 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Declarant, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 5.06 Effect of Violations on Mortgagees. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record, or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust and any such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 5.07 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa. The titles of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto, if any.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand as of this 15 day of March 2019.

5811 Johnson City, LLC, a Texas Limited Liability Company

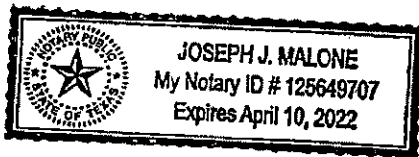
By: *Amy Gomez*
Amy Gomez, Manager

By: *Michael Gomez*
Michael Gomez, Manager

STATE OF TEXAS)

COUNTY OF HAYS)

This instrument was acknowledged before me on 15 day of March 2019 by Amy Gomez and Michael Gomez, Managers of 5811 Johnson City, LLC, a Texas Limited Liability Company, on behalf of said company.



Joseph J. Malone
Notary Public, State of Texas

EXHIBIT "A"

to

Declaration of Easements, Covenants, Conditions and Restrictions Property Description

SULTEMEIER

SURVEYING & ENGINEERING

TEXAS LICENSED SURVEYING FIRM: 100930-00
TEXAS REGISTERED ENGINEERING FIRM: F-10608

501 West Main, Suite 107
Fredericksburg, TX 78624
Tel.: (830) 990-1221

518.37 ACRES
BLANCO COUNTY, TEXAS

EXHIBIT " A "

FN-18-6499
OCTOBER 16TH, 2018

A DESCRIPTION OF A 518.37 ACRE TRACT OF LAND WHICH COMPRISES THE FOLLOWING APPROXIMATE PORTIONS OF SURVEYS SITUATED IN BLANCO COUNTY, TEXAS:

- 107.98 ACRES, MORE OR LESS, OF HTE J. F. HIGGINBOTHAM SURVEY NO. 52, ABSTRACT NO. 265,
- 55.39 ACRES, MORE OR LESS, OF THE B. A. TOBIN SURVEY NO. 320, ABSTRACT NO. 1397,
- 160 ACRES, MORE OR LESS, OF THE GEO. NICHOLS SURVEY NO. 65, ABSTRACT NO. 445,
- 34.83 ACRES, MORE OR LESS, THE E. KAY SURVEY NO. 509, ABSTRACT NO. 1529,
- 158.42 ACRES, MORE OR LESS, OF THE WM. YETT SURVEY NO. 93, ABSTRACT NO. 1271, AND
- 1.75 ACRES, MORE OR LESS, OF THE C. & M. RAILROAD COMPANY SURVEY NO. 319, ABSTRACT NO. 859;

BEING THAT CERTAIN 518.40 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM B. J. McCOMBS TO JOE FRAZIER BROWN, JR. AND CATHY BROWN, FOUND OF RECORD IN A WARRANTY DEED EXECUTED ON APRIL 20TH, 1994 AND RECORDED ON APRIL 22ND, 1994 IN VOLUME 150, PAGE 259 ET SEQ. OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY; SAID 518.37 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 3/8 Inch Iron rod set on the south R.O.W. (Right-of-Way) line of U. S. Highway No. 290 at the northerly northwest corner of the said 518.40 acre tract, at the northeast corner of that certain 160.42 acre tract described in Volume 297, Page 617 of the said Official Public Records, for the northwest corner hereof;

THENCE with the west line of the said 518.40 acre tract, along a fence line unless otherwise noted, the following five (5) courses:

1. S 00° 36' 17" W, at a distance of 2.01 feet a 2.875 inch Iron pipe at the beginning of a fence line, continuing for a total distance of 3721.79 feet to a 1/4 inch Iron rod found at the base of an 8 inch creosoted fence post at a reentrant corner of the said 518.40 acre tract, at the southeast corner of the said 160.42 acre tract, for a reentrant corner hereof,
2. S 89° 24' 00" W, a distance of 1618.94 feet to a 4.5 inch Iron pipe fence post at the westerly northwest corner of the said 518.40 acre tract, at the northeast corner of that certain 224.0 acre tract described in Volume 466, Page 208 of the said Official Public Records, for the westerly northwest corner hereof,
3. S 00° 06' 35" E, a distance of 2729.37 feet to a 4.5 inch Iron pipe fence post at the westerly southwest corner of the said 518.40 acre tract, at the southeast corner of the said 224.0 acre tract, for the westerly southwest corner hereof,

4. S 88 ° 10' 44" E, a distance of 564.61 feet to a 2.875 inch iron pipe fence post at a reentrant corner of the said 518.40 acre tract, for a reentrant corner hereof;
5. S 00 ° 23' 28" W, not along a fence line, a distance of 3731.50 feet to a ½ inch iron rod found at the base of a 3.5 inch iron pipe fence post at the southwest corner of the said 518.40 acre tract, for the southwest corner hereof;

THENCE with the south line of the said 518.40 acre tract, along a fence line, the following three (3) courses:

1. N 89 ° 30' 00" E, a distance of 526.01 feet to a 3/8 inch iron rod set,
2. S 89 ° 36' 47" E, a distance of 1672.57 feet to a ½ inch iron rod found, and
3. N 45 ° 21' 30" E, a distance of 17.07 feet to a 4.5 inch iron pipe fence post found at the southerly southeast corner of the said 518.40 acre tract, at the southwest corner of that certain 200.957 acre tract described in Volume 128, Page 121 of the said Official Public Records, for the southerly southeast corner hereof;

THENCE with the lower east line of the said 518.40 acre tract, the following two (2) courses:

1. N 00 ° 00' 36" E, a distance of 2773.37 feet to a 4.5 inch iron pipe fence post found, and
2. N 04 ° 28' 22" E, a distance of 1340.61 feet to a 4.5 inch iron pipe fence post found at a reentrant corner of the said 518.40 acre tract, at the northwest corner of that certain 113.815 acre tract described in Volume 499, Page 970 of the said Official Public Records, for a reentrant corner hereof;

THENCE with the upper south line of the said 518.40 acre tract, N 87 ° 40' 17" E, a distance of 1226.71 feet to a 2.875 inch iron pipe fence post found at the easterly southeast corner of the said 518.40 acre tract, at the southwest corner of that certain 259.00 acre tract described in said Volume 150 at Page 265, for the easterly southeast corner hereof;

THENCE with the upper east line of the said 518.40 acre tract, the west line of the said 259.00 acre tract, along a fence line, the following seven (7) courses:

1. N 18 ° 27' 47" W (BASE BEARING FOR DIRECTIONAL CONTROL FROM GPS OBSERVATION), a distance of 2758.13 feet to a 2.875 inch iron pipe fence post found,
2. N 50 ° 06' 01" W, a distance of 608.74 feet to a 2.875 inch iron pipe fence post found,
3. N 12 ° 59' 43" W, a distance of 111.06 feet to a 4.5 inch iron pipe fence post found,
4. N 13 ° 23' 05" W, a distance of 483.46 feet to a 4.5 inch iron pipe fence post found,
5. N 13 ° 31' 22" W, a distance of 161.86 feet to a 2.875 inch iron pipe fence post found,
6. N 31 ° 29' 39" E, a distance of 358.34 feet to a 4.5 inch iron pipe fence post found, and
7. N 05 ° 22' 38" E, at a distance of 2021.36 feet a 4.5 inch iron pipe at the end of said fence line, continuing for a total distance of 2022.10 feet to a mag-nail set in concrete on the said south R.O.W. line of U. S. Highway No. 290, at the northeast corner of the said 518.40 acre tract and northwest corner of the said 259.00 acre tract, for the northeast corner hereof;

518.37 ACRES: CONT'D
BLANCO COUNTY, TEXAS

FN-18-6499
OCTOBER 16TH, 2018

THENCE with said south R.O.W. line, the following four (4) courses:

1. S 89 ° 57' 49" W, a distance of 226.72 feet to a 3/8 Inch Iron rod set,
2. S 89 ° 30' 52" W, a distance of 292.72 feet to a concrete R.O.W. monument found,
3. S 89 ° 29' 17" W, a distance of 500.01 feet to a concrete R.O.W. monument found, and
4. S 89 ° 34' 41" W, a distance of 269.39 feet to the POINT OF BEGINNING, containing 518.37 acres of land, more or less.

Filed this 21 day of Mar 20 19
11:10 A.M.

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

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

MAR 21 2019



Laura Walla
COUNTY CLERK
BLANCO COUNTY, TEXAS

192941

15/ITC/JJM/ 1930211 -WIM

FIRST AMENDMENT TO THE EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF TEXAS

COUNTY OF BLANCO

WHEREAS, pursuant to the Declaration of EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS recorded in Document No. 190852, Official Public Records, Blanco County, Texas (the "Restrictions"), the undersigned, being the owner of all the property subject to the Restrictions, as further described herein as Exhibit "A attached hereto, hereby amends the Restrictions pursuant to Section 5.02 of the Restrictions as follows:

Section 1.09:

Section 1.09 "Representatives" shall mean representatives of the Declarant being Amy Gomez and Michael Gomez. After all Tracts have been sold by the Declarant, a majority of the Tract owners may elect new Representatives, with each Tract owner receiving one (1) vote for each Tract owned, **provided however, the tract with direct frontage on Highway 290 West ("Tract 1"), shall not be subject to this provision after Declarant has sold all the tracts subject to these restrictions.**

Section 2.01:

Section 2.01 Subdivision Roadway. Each Tract owner shall own and/or hold easement, in common with others, over, on and across the herein described real property, being a sixty (60') foot wide ingress, egress easement as described in the deed to each Tract. In consideration of the mutual covenants contained herein, the owners of the Tracts agree to maintain the roadway located upon said described property to its current specification along with the entrance gate, the solar panel screen, key pad, motor, and rock wall. All decisions regarding the necessity for maintenance of the roadway will be made by a majority of Tract owners with each Tract owner receiving one (1) vote for each Tract owned. Decisions of a majority vote shall control with each Tract owner than being required to share equally in the cost of all maintenance, labor and materials. Payments shall be made within ten (10) days of receipt of statement of costs. The Tract with direct road frontage on State Highway 290 (Tract 1) is specifically exempted from this section unless Tract 1 uses the Subdivision Roadway for primary access and Tract 1 is being used for Residential Use and not Commercial Use. **Furthermore, provided Tract 1 fences off the Subdivision Roadway from the remainder of Tract 1 and does not use said Subdivision Roadway for access, the owner of Tract 1 shall be released, held harmless and indemnified by the tract owners who use and are required to maintain said Subdivision Roadway from and against any and all claims, suits or causes of actions arising from use of the Subdivision Roadway. This release and**

indemnity shall also include all associated property within the fenced off area of the Subdivision Roadway Easement that runs the length of Tract 1 from the entry gate, including but not limited to all invited or uninvited vehicles and commercial delivery vehicles. Under no circumstances will the owner of Tract 1 be legally liable or financially obligated for anything claims or costs related to the Subdivision Roadway.

Section 4.02:

Section 4.02 Building Requirements. All proposed plans for constructing improvements on any Tract, including but not limited to homes, guest homes, garages, fencing, kennels, barns, pools and sheds, shall be approved by one or more of the Representatives. Plans shall be submitted prior to construction commencement and shall include color schemes. The Representatives shall have twenty-one (21) days to approve or disapprove of the plans in their sole and absolute discretion. All homes, barns and fencing must be earth tone colors, including but not limited to brown, tan, white, green, gray and black. **This section shall not apply to the tract with direct frontage on Highway 290 West ("Tract 1") after Declarant has sold all the tracts subject to these restrictions.**

Section 5.02:

Section 5.02 Amendments. This Declaration may be amended or changed, in whole or in part, at any time by the written agreement of the Owners (including the Declarant if Declarant is an Owner) owning at least two-thirds (2/3rds) of the acreage within the Property. The date an Owner's signature is acknowledged shall constitute prima facie evidence of the date of execution of said amendment by such Owner. Any such amendment shall become effective when an instrument executed by the required number of Owners is filed for record in the Real Property Records of Blanco County, Texas. No such amendment shall be effective as to **This section shall not apply to the tract with direct frontage on Highway 290 West ("Tract 1") after Declarant has sold all the tracts subject to these restrictions.**

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand as of this 21 day of August 2019.

5811 Johnson City, LLC, a Texas Limited Liability Company

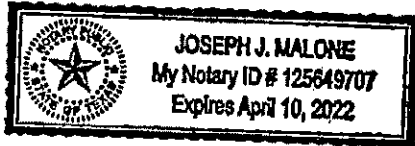
By: Amy Gomez
Amy Gomez, Manager

By: Michael Gomez
Michael Gomez, Manager

STATE OF TEXAS)

COUNTY OF HAYS)

This instrument was acknowledged before me on 21 day of August 2019 by Amy Gomez and Michael Gomez, Managers of 5811 Johnson City, LLC, a Texas Limited Liability Company, on behalf of said company.



A handwritten signature in black ink, appearing to read "J. Malone", written over a horizontal line.

Notary Public, State of Texas

SULTEMEIER

SURVEYING & ENGINEERING

TEXAS LICENSED SURVEYING FIRM: 100930-00
TEXAS REGISTERED ENGINEERING FIRM: F-10608

501 West Main, Suite 107
Fredericksburg, TX 78624
Tel.: (830) 990-1221

518.37 ACRES
BLANCO COUNTY, TEXAS

EXHIBIT " A "

FN-18-6499
OCTOBER 16TH, 2018

A DESCRIPTION OF A 518.37 ACRE TRACT OF LAND WHICH COMPRISES THE FOLLOWING APPROXIMATE PORTIONS OF SURVEYS SITUATED IN BLANCO COUNTY, TEXAS:

- 107.98 ACRES, MORE OR LESS, OF HTE J. F. HIGGINBOTHAM SURVEY NO. 52, ABSTRACT NO. 265,
- 55.39 ACRES, MORE OR LESS, OF THE B. A. TOBIN SURVEY NO. 320, ABSTRACT NO. 1397,
- 160 ACRES, MORE OR LESS, OF THE GEO. NICHOLS SURVEY NO. 65, ABSTRACT NO. 445,
- 34.83 ACRES, MORE OR LESS, THE E. KAY SURVEY NO. 509, ABSTRACT NO. 1529,
- 158.42 ACRES, MORE OR LESS, OF THE WM. YETT SURVEY NO. 93, ABSTRACT NO. 1271, AND
- 1.75 ACRES, MORE OR LESS, OF THE C. & M. RAILROAD COMPANY SURVEY NO. 319, ABSTRACT NO. 859;

BEING THAT CERTAIN 518.40 ACRE TRACT OF LAND DESCRIBED IN A CONVEYANCE FROM B. J. McCOMBS TO JOE FRAZIER BROWN, JR. AND CATHY BROWN, FOUND OF RECORD IN A WARRANTY DEED EXECUTED ON APRIL 20TH, 1994 AND RECORDED ON APRIL 22ND, 1994 IN VOLUME 150, PAGE 259 ET SEQ. OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY; SAID 518.37 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 3/8 inch iron rod set on the south R.O.W. (Right-of-Way) line of U. S. Highway No. 290 at the northerly northwest corner of the said 518.40 acre tract, at the northeast corner of that certain 160.42 acre tract described in Volume 297, Page 617 of the said Official Public Records, for the northwest corner hereof;

THENCE with the west line of the said 518.40 acre tract, along a fence line unless otherwise noted, the following five (5) courses:

1. S 00° 36' 17" W, at a distance of 2.01 feet to a 2.875 inch iron pipe at the beginning of a fence line, continuing for a total distance of 3721.79 feet to a 1/2 inch iron rod found at the base of an 8 inch creosoted fence post at a reentrant corner of the said 518.40 acre tract, at the southeast corner of the said 160.42 acre tract, for a reentrant corner hereof,
2. S 89° 24' 00" W, a distance of 1618.94 feet to a 4.5 inch iron pipe fence post at the westerly northwest corner of the said 518.40 acre tract, at the northeast corner of that certain 224.0 acre tract described in Volume 466, Page 208 of the said Official Public Records, for the westerly northwest corner hereof,
3. S 00° 06' 35" E, a distance of 2729.37 feet to a 4.5 inch iron pipe fence post at the westerly southwest corner of the said 518.40 acre tract, at the southeast corner of the said 224.0 acre tract, for the westerly southwest corner hereof,

518.37 ACRES: CONT'D
BLANCO COUNTY, TEXAS

FN-18-6499
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4. S 88 ° 10' 44" E, a distance of 564.61 feet to a 2.875 inch iron pipe fence post at a reentrant corner of the said 518.40 acre tract, for a reentrant corner hereof;
5. S 00 ° 23' 28" W, not along a fence line, a distance of 3731.50 feet to a ½ inch iron rod found at the base of a 3.5 inch iron pipe fence post at the southwest corner of the said 518.40 acre tract, for the southwest corner hereof;

THENCE with the south line of the said 518.40 acre tract, along a fence line, the following three (3) courses:

1. N 89 ° 30' 00" E, a distance of 526.01 feet to a 3/8 inch iron rod set,
2. S 89 ° 36' 47" E, a distance of 1672.57 feet to a ½ inch iron rod found, and
3. N 45 ° 21' 30" E, a distance of 17.07 feet to a 4.5 inch iron pipe fence post found at the southerly southeast corner of the said 518.40 acre tract, at the southwest corner of that certain 200.957 acre tract described in Volume 128, Page 121 of the said Official Public Records, for the southerly southeast corner hereof;

THENCE with the lower east line of the said 518.40 acre tract, the following two (2) courses:

1. N 00 ° 00' 36" E, a distance of 2773.37 feet to a 4.5 inch iron pipe fence post found, and
2. N 04 ° 28' 22" E, a distance of 1340.61 feet to a 4.5 inch iron pipe fence post found at a reentrant corner of the said 518.40 acre tract, at the northwest corner of that certain 113.815 acre tract described in Volume 499, Page 970 of the said Official Public Records, for a reentrant corner hereof;

THENCE with the upper south line of the said 518.40 acre tract, N 87 ° 40' 17" E, a distance of 1226.71 feet to a 2.875 inch iron pipe fence post found at the easterly southeast corner of the said 518.40 acre tract, at the southwest corner of that certain 259.00 acre tract described in said Volume 150 at Page 265, for the easterly southeast corner hereof;

THENCE with the upper east line of the said 518.40 acre tract, the west line of the said 259.00 acre tract, along a fence line, the following seven (7) courses:

1. N 18 ° 27' 47" W (BASE BEARING FOR DIRECTIONAL CONTROL FROM GPS OBSERVATION), a distance of 2758.13 feet to a 2.875 inch iron pipe fence post found,
2. N 50 ° 06' 01" W, a distance of 608.74 feet to a 2.875 inch iron pipe fence post found,
3. N 12 ° 59' 43" W, a distance of 111.06 feet to a 4.5 inch iron pipe fence post found,
4. N 13 ° 23' 05" W, a distance of 483.46 feet to a 4.5 inch iron pipe fence post found,
5. N 13 ° 31' 22" W, a distance of 161.86 feet to a 2.875 inch iron pipe fence post found,
6. N 31 ° 29' 39" E, a distance of 358.34 feet to a 4.5 inch iron pipe fence post found, and
7. N 05 ° 22' 38" E, at a distance of 2021.36 feet a 4.5 inch iron pipe at the end of said fence line, continuing for a total distance of 2022.10 feet to a mag-nail set in concrete on the said south R.O.W. line of U. S. Highway No. 290, at the northeast corner of the said 518.40 acre tract and northwest corner of the said 259.00 acre tract, for the northeast corner hereof;

518.37 ACRES: CONT'D
BLANCO COUNTY, TEXAS

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THENCE with said south R.O.W. line, the following four (4) courses:

1. S 89° 57' 49" W, a distance of 226.72 feet to a 3/8 inch Iron rod set,
2. S 89° 30' 52" W, a distance of 292.72 feet to a concrete R.O.W. monument found,
3. S 89° 29' 17" W, a distance of 500.01 feet to a concrete R.O.W. monument found, and
4. S 89° 34' 41" W, a distance of 269.39 feet to the POINT OF BEGINNING, containing 518.37 acres of land, more or less.

Filed this 21 day of Mar 2019
11:10 A.M.

Laura Walla
County Clerk, Blanco County, Texas

By Shelli K. Maley Deputy

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

MAR 21 2019



Laura Walla
COUNTY CLERK
BLANCO COUNTY, TEXAS

Filed this 27 day of Aug 2019
1:26 p.m.

Laura Walla
County Clerk, Blanco County, Texas
By Laura Walla Deputy

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

AUG 27 2019



Laura Walla
COUNTY CLERK
BLANCO COUNTY, TEXAS