

Restrictive Covenant Declaration

Seller and Purchaser agree to the following Restrictive Covenants ("Restrictions"), declared to run with the land to promote uniformity and land use quality.

1. The Property is that described as Tract One (1) in Exhibit "A" to the Deed to which this Declaration is attached, and made a part of for all purposes.
2. The Property may not be subdivided.
3. The Property must be used for single family residential purposes only. Commercial, business and industrial uses are strictly prohibited; however, nothing in this Covenant shall prevent the rental of one structure or dwelling on the Property on a weekly or weekend basis. Should a tract be rented, only one dwelling or structure at a time may be rented and only on a weekend or weekly basis. Ranching and farming activities are permitted.
4. Mobile homes, modular homes, or manufactured housing, single, double-wide, triple wide, and hybrid "park" models and R. V.'s/Recreational Vehicles are prohibited permanently or temporarily. No camps, parks, meeting grounds nor retreats shall be located on the Property.
5. All buildings and improvements must be set back thirty (30') feet from the North and South Property boundary lines, and thirty (30') feet from the East and West boundary lines. If two or more tracts are purchased by the same buyer and the tracts are contiguous to each other but surveyed out as separate tracts, the boundary lines shall be the outside perimeter of the combined tracts.
6. It is understood and agreed that perpetual easements are reserved for the installation and maintenance of utilities and all necessary appurtenances thereto, whether installed in the air, upon the surface or underground, along and within twenty feet (20') of the rear, front and side lines of all lots and/or tracts and in the streets, alleys, boulevards, lanes, and roads of this Property and twenty feet (20') along the outer boundaries of all streets, alleys, boulevards, lanes and roads where the Property is deeded to the centerline of the roadway. Nothing shall be placed or permitted to remain within the easement area which

may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements within it shall be maintained by the owner of the lot, except for those facilities for which an authority or utility company is responsible. Utility companies or their employees shall have all of the rights and benefits necessary or convenient for the full enjoyment of the rights herein granted, including but not limited to the free right of ingress to and egress from the right of way and easements, and the right from time to time to cut all trees, undergrowth and other obstructions that may injure, endanger or interfere with the operation of said utility facilities. The easement rights herein reserved include the privilege of anchoring any support cables or other devices outside said easement when deemed necessary by the utility to support equipment within said easement and the right to install wires and/or cables over some portions of said lots and/or tracts within said easement so long as such items do not prevent the construction of buildings on the Property.

7. No portion of the Property may be used or maintained as a dump ground for trash, garbage or other waste. No junk, abandoned nor non-functioning vehicles are allowed.
8. The discharge of firearms must conform to state and county rules and laws.
9. The Property shall not be used as an animal shelter.
10. No towers nor antennas, designed to receive telecommunication signals, including radio, television, microwave, cellular nor telephone are allowed. Dish antennas for television and internet reception are limited to Ten (10') feet in height if not attached to a structure, and 10 feet above the highest point of the roof if attached to a building.
11. Keeping or grazing animals for recreational use shall be allowed; however, swine and fowl shall not be raised, bred or kept, with the exception of two (2) animals per child per year may be raised and kept as a 4-H or Future Farmer Association project.
12. No truck larger than 2 ½ tons may be parked or kept on the Property except during the construction of a home.
13. Outdoor or security lights must be attached to a building or a light pole no more than Ten (10') feet above the ground. Lights brighter than 2,250 Lumen are prohibited.
14. Purchaser represents to 418 Sabinal LLC that Purchaser has made its own independent investigation of the Property and has relied solely on such independent investigation. Purchaser agrees, that except as expressly contained in these restrictions, no representations have been made by or on behalf of 418 Sabinal LLC as to the condition of the Property, any restrictions related to the development of the Property, the applicability of any governmental regulations, including but not limited to, environmental laws and wetland regulations pertaining to the Property, nor the suitability of the Property for any purpose whatsoever.

15. These Covenants bind the Seller, Purchaser, their heirs, successors and assigns, running with the property. These Covenants, its provisions and restrictions are to run with the property and shall be enforceable by all parties and all persons having a recorded ownership interest in the 349.91 acres tract, being more particularly described in Schedule "C-1" attached hereto and made a part of for all purposes, their heirs, successors and assigns, for twenty (20) years from the date of the instrument to which this Covenant is attached, at which time it will be automatically renewed for two (2) additional twenty (20) year periods, unless cancelled or modified.

16. Amendments. 418 Sabinal LLC, may grant waivers or amend these Restrictive Covenants, acting alone, until 418 Sabinal LLC, has transferred the 349.91 acre tract described in Schedule "C-1" attached hereto. In addition, after 418 Sabinal LLC, has transferred the 349.91 acre tract described in Schedule "C-1", the record owners of that tract may amend these restrictions by recording in the Official Public Records of Bandera County, Texas, an instrument joined by Fifty-One Percent (51%) of the record owners. There shall be one vote per tract regardless of the number of owners of a tract.

17. No waiver, lack of waiver, nor failure to enforce any provision of these Restrictions shall constitute the waiver of the rights to enforce any provision of these Restrictions. The invalidity or partial invalidity of any provision of this Declaration shall not affect the validity or enforceability of any other provision.

In witness, executed this ____ day of _____,

418 Sabinal, LLC

By: _____

Its: _____

Prepared in the office of:

Billy Walker, Attorney, P.C.
P.O. Box 2227
Bandera, Texas 78003

Exhibit